

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

ITEM NO. 37

SECTION IV

FILE 5 of 5

<u>Employer Name</u>	<u>Local Union</u>
SuperValu Inc	Teamsters Local Union No. 638
SuperValu Inc	Teamsters Local Union No. 610
SuperValu Inc	Teamsters Local Union No. 618
SuperValu Inc	Teamsters Local Union No. 688
SuperValu Inc	Teamsters Local Union No. 414
SuperValu Inc	Teamsters Local Union No. 414
SuperValu Inc	Teamsters Local Union No. 414
SuperValu Inc	Teamsters Local Union No. 414
Harris Acquisition III LLC	Teamsters Local Union No. 509
Superior Beverage Group LTD	Teamsters Local Union No. 377
The Superior Linen Supply Company	Teamsters Local Union No. 955
Superior Materials LLC	Teamsters Local Union No. 247
Superior Materials LLC	Teamsters Local Union No. 247
Superior Materials LLC	Teamsters Local Union No. 332
Superior Materials LLC	Teamsters Local Union No. 332
Superior Materials LLC	Teamsters Local Union No. 614
Swansea Building Products Corporation	Teamsters Local Union No. 50
Systemaire Inc	Teamsters Local Union No. 682
T K O Installations Inc	Teamsters Local Union No. 727
Taconite Tire Service Inc	Teamsters Local Union No. 346
Taher Acquisition Corp Inc	Teamsters Local Union No. 792
The Tamarkin Company	Teamsters Local Union No. 377
Tazewell County Landfill	Teamsters Local Union No. 627
Technical Products Inc	Teamsters Local Union No. 507
Technisand Inc	Teamsters Local Union No. 135
Terminal Steel & Equipment Company	Teamsters Local Union No. 337
Tesar Industrial Contractors	Teamsters Local Union No. 407
Theut Products Inc	Teamsters Local Union No. 337
Theut Products Inc	Teamsters Local Union No. 337
Theut Products Inc	Teamsters Local Union No. 247
Theut Products Inc	Teamsters Local Union No. 247
Tire Mart Inc	Teamsters Local Union No. 618
Walter Toebe Construction Company	Teamsters Local Union No. 247
The Toledo Blade Company	Teamsters Local Union No. 20
Toledo Museum of Art	Teamsters Local Union No. 20
Toledo Shredding LLC	Teamsters Local Union No. 20
Tonn and Blank Construction	Teamsters Local Union No. 135
Towne Ford Inc	Teamsters Local Union No. 200
Tramonte Distributing Company	Teamsters Local Union No. 348
Trans Ash Inc	Teamsters Local Union No. 236
Transervice Lease Corporation	Teamsters Local Union No. 135
Transervice Logistics	Teamsters Local Union No. 135
Transervice Logistics	Teamsters Local Union No. 89
Transit Authority of the City of Omaha	Teamsters Local Union No. 554
Transit Management Of Racine	Teamsters Local Union No. 200
Jim Trenary Chevrolet Inc	Teamsters Local Union No. 618
Tri-County Enterprises	Teamsters Local Union No. 614
Trico Excavating Inc	Teamsters Local Union No. 662
Trierweiler Ready Mix	Teamsters Local Union No. 662
Ken Trimble Inc	Teamsters Local Union No. 627
Triumph Trucking Of Newburgh LTD	Teamsters Local Union No. 964
True Value Company	Teamsters Local Union No. 541
Trumbull Cement Products	Teamsters Local Union No. 377
Tube City IMS LLC	Teamsters Local Union No. 100
Tucker Tire Service Inc	Teamsters Local Union No. 618
W L Tucker Supply Company	Teamsters Local Union No. 348

<u>Employer Name</u>	<u>Local Union</u>
Turk Furniture Company	Teamsters Local Union No. 26
Turk Furniture Company	Teamsters Local Union No. 722
Turner Brooks Inc	Teamsters Local Union No. 337
Tuttle Construction Inc	Teamsters Local Union No. 908
U S Foods Inc	Teamsters Local Union No. 337
U S Foods Inc	Teamsters Local Union No. 722
U S Foods Inc	Teamsters Local Union No. 41
U S Foods Inc	Teamsters Local Union No. 610
U S Foods Inc	Teamsters Local Union No. 688
U S Foods Inc	Teamsters Local Union No. 781
U S Foods Inc	Teamsters Local Union No. 682
U S M M Inc	Teamsters Local Union No. 727
#N/A	Teamsters Local Union No. 299
United Contractors Midwest Inc	Teamsters Local Union No. 627
United Contractors Midwest Inc	Teamsters Local Union No. 627
United Contractors Midwest Inc	Teamsters Local Union No. 627
United Contractors Midwest Inc	Teamsters Local Union No. 627
United Dairy Inc	Teamsters Local Union No. 697
UPSCO Inc	Teamsters Local Union No. 377
United Plumbing & Heating Supply Co	Teamsters Local Union No. 200
United Ready Mix Inc	Teamsters Local Union No. 627
Univar USA Inc	Teamsters Local Union No. 89
Univar USA Inc	Teamsters Local Union No. 968
Universal Oil Inc	Teamsters Local Union No. 507
Upchurch Oil & Ready Mix	Teamsters Local Union No. 50
VCNA Prairie Inc	Teamsters Local Union No. 26
VCNA Prairie Inc	Teamsters Local Union No. 26
VCNA Prairie Inc	Teamsters Local Union No. 135
VCNA Prairie Inc	Teamsters Local Union No. 135
VCNA Prairie Inc	Teamsters Local Union No. 200
Valley Exposition Service	Teamsters Local Union No. 727
Van Dyke Gas Company	Teamsters Local Union No. 283
Van Horn Brothers Inc	Teamsters Local Union No. 614
John A Van Den Bosch Freight LLC	Teamsters Local Union No. 406
Verifine Dairy Products Corporation	Teamsters Local Union No. 662
Veritiv Corporation	Teamsters Local Union No. 638
Veritiv Corporation	Teamsters Local Union No. 688
Veritiv Corporation	Teamsters Local Union No. 135
Veritiv Corporation	Teamsters Local Union No. 638
Village Of Sturtevant	Teamsters Local Union No. 200
Vulcan Materials Company	Teamsters Local Union No. 327
W B C Corporation	Teamsters Local Union No. 200
W B C Corporation	Teamsters Local Union No. 662
Wachter Inc	Teamsters Local Union No. 682
Wagner Industries Inc	Teamsters Local Union No. 41
Wagner Industries Inc	Teamsters Local Union No. 838
Wallboard Inc	Teamsters Local Union No. 200
Wallover Oil Company	Teamsters Local Union No. 92
Walter's Metal Fabrication	Teamsters Local Union No. 525
Warning Lites of St Louis Inc	Teamsters Local Union No. 618
Warren Concrete and Supply Company	Teamsters Local Union No. 377
Warren Salvage & Dismantling	Teamsters Local Union No. 337
Washington Group Alberici	Teamsters Local Union No. 236
URS Energy & Construction Inc	Teamsters Local Union No. 200
Washington Lumber Supply	Teamsters Local Union No. 682
Waste Management of Illinois Inc	Teamsters Local Union No. 731
Fred Weber Inc	Teamsters Local Union No. 682
Fred Weber Inc	Teamsters Local Union No. 682
Fred Weber Inc	Teamsters Local Union No. 682
Weber Sand & Gravel Inc	Teamsters Local Union No. 614
W B Koester Construction	Teamsters Local Union No. 135

<u>Employer Name</u>	<u>Local Union</u>
Weir Cove Moving & Storage Company	Teamsters Local Union No. 92
Weir Cove Moving & Storage Company	Teamsters Local Union No. 92
Weirton Construction Company	Teamsters Local Union No. 92
Weirton Construction Company	Teamsters Local Union No. 92
The Weirton Lumber Company	Teamsters Local Union No. 92
Weitz Industrial LLC	Teamsters Local Union No. 238
Weitz Construction Company	Teamsters Local Union No. 90
Welsch Furnace Company	Teamsters Local Union No. 682
Wesco Distribution Inc	Teamsters Local Union No. 838
West Agro Inc	Teamsters Local Union No. 743
West Bend Transit & Service Company	Teamsters Local Union No. 200
Westfall GMC Truck Inc	Teamsters Local Union No. 41
Westfall GMC Truck Inc	Teamsters Local Union No. 41
West Side Sand Blasting	Teamsters Local Union No. 614
West Virginia Ohio Motor Sales	Teamsters Local Union No. 697
Western Sand & Gravel Company	Teamsters Local Union No. 722
Westview Concrete Corporation	Teamsters Local Union No. 20
Westview Concrete Corporation	Teamsters Local Union No. 20
Westview Concrete Corporation	Teamsters Local Union No. 964
Westway Terminal Company	Teamsters Local Union No. 120
Wexford Sand Company	Teamsters Local Union No. 406
Whitacre Engineering Company	Teamsters Local Union No. 92
#N/A	Teamsters Local Union No. 92
White Dove Mattress Company	Teamsters Local Union No. 293
Edward J White Inc	Teamsters Local Union No. 364
H B White Investments Inc	Teamsters Local Union No. 135
The White Family Companies Inc	Teamsters Local Union No. 20
Wichita Transit	Teamsters Local Union No. 795
Wiegmann Associates Inc	Teamsters Local Union No. 682
Wildcat Trucking Inc	Teamsters Local Union No. 135
FA Wilhelm Construction	Teamsters Local Union No. 135
Willbee Concrete Vault LLC	Teamsters Local Union No. 1038
Willbee Transit Mix Company	Teamsters Local Union No. 1038
Wilson Paper Company	Teamsters Local Union No. 627
Wingra Redi Mix Inc	Teamsters Local Union No. 695
Wisconsin Drywall Distributors	Teamsters Local Union No. 200
Wisconsin Drywall Distributors	Teamsters Local Union No. 695
Wise Services Inc	Teamsters Local Union No. 509
Wolf Paving Company Inc	Teamsters Local Union No. 200
Roy Wolfmeier Truck Service LLC	Teamsters Local Union No. 50
Wood Terminal Company	Teamsters Local Union No. 89
Wood Trucking Company	Teamsters Local Union No. 406
Woodruff & Sons Inc	Teamsters Local Union No. 135
World Class Corrugating	Teamsters Local Union No. 89
Yahara Materials Inc	Teamsters Local Union No. 695
Yarussi Construction Inc	Teamsters Local Union No. 449
The York Group Inc	Teamsters Local Union No. 135
Youngblood Lumber Company	Teamsters Local Union No. 120
Zenith Spring Company	Teamsters Local Union No. 346
Zenith Logistics Inc	Teamsters Local Union No. 100
Zenith Logistics Inc	Teamsters Local Union No. 100
Zenith Logistics Inc	Teamsters Local Union No. 135
Zenith Logistics Inc	Teamsters Local Union No. 89
Zimmerly Ready Mix Company	Teamsters Local Union No. 135
Twin Cities Bakery Driver	Office and Professional Employees Union Local 12
Teamsters Joint Council No 13	Teamsters Local Union No. 688
Teamsters Joint Council No 43	Office and Professional Employees Union Local 42
Teamsters Local Union No 71	Communications Workers of America Local Union 3695
Teamsters Local Union No 89	Local Union No. 89 Association (Business Agents, Office/Clerical, etc.)
Detroit Teamster Temple A	Teamsters Local Union No. 51
Teamsters Local Union No 407	Office and Professional Employees Union Local 17

Employer Name

Teamsters Local Union No 528
Michigan Conference of Teamsters
Teamsters Insurance & Welfare
Evansville Labor Temple Inc

Local Union

Office and Professional Employees Union Local 2001
Office and Professional Employees Union Local 42
Teamsters Local Union No. 688
Teamsters Local Union No. 215

SUPERVALU, INC.
Bismarck Distribution Center
Bismarck, North Dakota

-AND-

TEAMSTERS UNION LOCAL 638
Bismarck, North Dakota

(WAREHOUSE AND DRIVERS)
June 15, 2014 – June 17, 2017

RECEIVED

OCT 28 2014

**CONTRACT
DEPARTMENT**

SUPERVALU, INC., Bismarck Distribution Center, Bismarck, North Dakota hereinafter referred to as the "Employer", and Teamsters Union Local 638, 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

1.01. The Employer agrees to recognize and does hereby recognize the Union, representatives, agents, or successors, as the exclusive representatives and collective bargaining agency for all the employees of the Employer as herein after defined.

1.02. The term employee as used in this Agreement shall include drivers, warehouse, and warehouse sanitation employees that are employed by the Bismarck division, excluding supervisors, mechanics and plant protection personnel.

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 distribution 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 reasonable rules and regulations covering the operation of the distribution center, are vested in the Employer, provided that it not be used for the purpose of discrimination against any employee. If the Company introduces major method or technological changes which directly result in a loss of jobs, the Company agrees to discuss such changes with the Union before implementation.

ARTICLE 3. CHECK OFF & UNION SECURITY

3.01. 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.

3.02. The Employer, upon individual authorization of the employees, shall deduct for each month, after completion of the probationary period, an initiation fee when due, monthly dues, DRIVE contributions and uniform assessments. The funds so deducted shall be sent promptly to the Secretary Treasurer of the Local Union having jurisdiction over such employees. Further, 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.

3.03. Irrespective of membership in the Union, however, employees covered by this Agreement shall be required, as a conditions of employment, to pay an amount equivalent to the initiation fee and the regular monthly dues of the Local Union to the Union as a service fee to aid the Union in defraying its operating costs in connection with its legal obligations and responsibilities

28.04. The Employer has the right, in its sole discretion, to provide or not to provide health care coverage to part time employees or any other bargaining unit employee not otherwise provided with health care coverage under this Agreement. The Employer has the sole right to determine the eligibility, plans, coverage levels and employee contributions, and the employer may amend eligibility, plans, coverage and employee contributions at any time in its sole discretion, including termination of this coverage. The parties intend that any coverage provided will be in compliance with the Affordable Care Act and any other applicable law.

ARTICLE 29. PENSION

29.01. The Employer will make contributions to the Central States Pension Fund Class 17-B in the amount per week as follows:

<u>Effective Date</u>	<u>Rate</u>
June 15, 2014	\$204.70
June 14, 2015	\$217.00
June 12, 2016	\$225.70

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.

29.02. 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 resulting in an absence, 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 not to exceed six (6) months. If an employee is granted a leave of absence, the employee shall pay to the Company prior to taking employee's 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 30. ROAD EXPENSES

30.01. Drivers will be paid an expense allowance to cover designated meal expenses for non-layover trips. An expense allowance will also be provided to cover designated meal expenses and lodging for layover trips. Reimbursable meal expenses will include only those taken between the time of departure and return to the facility. Meals taken prior to or after a trip are ineligible for reimbursement. All lodging will be prearranged and approved by the Company and all lodging expenses will be paid directly by the Company.

SUPERVALU, INC
ACCOUNT NO.: 7714250-0402-638-A & C

LETTER OF UNDERSTANDING AND AGREEMENT

GROCERY WAREHOUSE PENSION PLAN

The employer shall make contribution to Central States, Southeast and Southwest Areas Pension Fund on behalf of each employee who has been on the payroll for thirty (30) calendar days in the following weekly amounts:

Effective Dates	Weekly Contributions
6/15/14	\$204.70
6/14/15	\$217.00
6/12/16	\$225.70

Each warehouse employee hired after the ratification date of this agreement will be subject to the provisions of the Grocery Warehouse Plan and the Employer will contribute on their behalf after (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

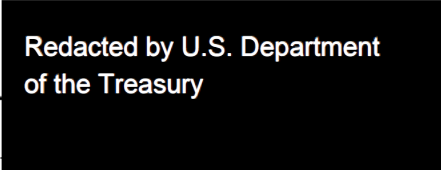
Employee hired after June 12, 2010, will be subject to the provisions of the updated Grocery Warehouse Plan and Employer will contribute on their behalf after thirty (30) days in the following amounts:

1st year of employment	50% of full contribution rate
2nd year of employment	50% of full contribution rate
3rd year of employment	50% of full contribution rate
4th 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). Contribution shall be paid on each employee covered by this agreement including, but not limited to, part-time, temporary, extra, casual, and seasonal employees. Contribution shall be paid for any period an employee is entitled to receive compensation, including show-up pay, overtime pay, holiday pay, disability or illness pay, lay-off or severance pay, vacation pay, or the payment of wages 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 contribution 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 twenty- six (26) weeks. The Trust Agreement of the Central

states, Southeast and Southwest Areas Pension Fund is incorporated by reference 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 or superseded by any language elsewhere in this agreement or any addendum or supplement to this agreement.

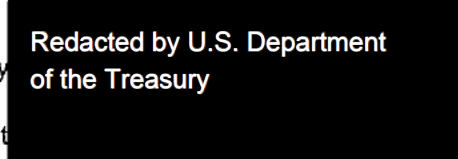
SUPERVALU, INC

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

Title

Date: 8-13-14

LOCAL UNION NO. 638

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

Title

Date: 8-5-14

RECEIVED

OCT 28 2014

**CONTRACT
DEPARTMENT**

SUPERVALU, INC
ACCOUNT NO.: 7714250-0402638-A & C

LETTER OF UNDERSTANDING AND AGREEMENT (DRIVERS)

Contributions will be remitted to Central States Pension Fund on behalf of all full-time employees covered by the collective bargaining agreement after they have completed forty-five (45) workdays within a ninety (90) day period.

The parties agree that in the event that a Driver employed as a vacation or absentee replacement, supplemental casual or part-time employee works 1,000 hours or more in a 12 month period, he will be considered a regular Driver 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 Drivers.

SUPERVALU, INC

By:

Redacted by U.S. Department
of the Treasury

Title:

Date:

8-13-14

LOCAL UNION NO. 638

By:

Redacted by U.S. Department
of the Treasury

Title:

Date:

8-5-14

RECEIVED

OCT 28 2014

**CONTRACT
DEPARTMENT**

SUPERVALU, INC
ACCOUNT NO.: 7714250-0402638-A & C

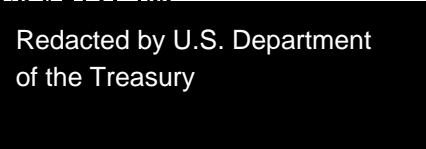
LETTER OF UNDERSTANDING AND AGREEMENT

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.

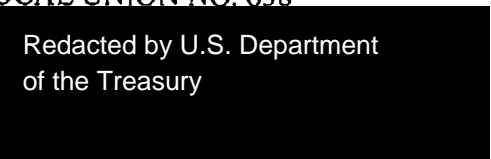
SUPERVALU, INC

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

Title

Date: 8-13-14

LOCAL UNION NO. 638

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

Title

Date: 8-5-14

RECEIVED

OCT 28 2014

CONTRACT
DEPARTMENT

Revised

SUPERVALU, INC.

ACCOUNT NO.: 7714250-0700-610-A&B

LETTER OF UNDERSTANDING AND AGREEMENT

Pension:

Effective March 31, 2013, contributions will be remitted to the Central States Pension Fund on behalf of any employee, including casuals, 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. Regular employees will have weekly pension contributions and casual employees will have daily pension contributions at the following rates. (These are the rates for all employees, regardless of hire date)

Regular	\$338.00 per week	Casual	\$68.40 per day
---------	-------------------	--------	-----------------

Health & Welfare:

Effective March 31, 2013, contributions will be remitted to the Central States Health & Welfare Fund on behalf of any employee, excluding casuals unless they qualify according to the contract provisions and the Affordable Care Act ("ACA"), 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. The Employer agrees to bear the responsibility to submit the full contribution to Central states regardless of employee co-pays. The full health and welfare contributions and plans are as follows.

Tier 1:

Plan C6 with retiree coverage (Hired before 04/01/13) *See Note Below

04/01/13	\$309.70
----------	----------

Plan C6 without retiree coverage (Hired before 04/01/13) *See Note Below

03/01/14	\$287.70
----------	----------

04/01/14	\$317.70
----------	----------

04/01/15	\$354.80 Not-to-exceed
----------	------------------------

*NOTE: This group (hired before 04/01/13) moved to C6 without retiree coverage on March 1, 2014.

RECEIVED

MAY 21 2014

**CONTRACT
DEPARTMENT**

Continued Page 2

Tier 2:

New Hires (Hired on or after 04/01/13) *See Note Below

04/01/13	\$265.70	Plan TA with R4 **
07/01/13	\$261.50	Plan MB with R4

New Hires (Hired on or after 04/01/13) *See Note Below

03/01/14	\$237.00	Plan MB <u>without</u> R4
04/01/14	\$256.50	Plan MB <u>without</u> R4
04/01/15	\$295.00 Not-to-exceed	Plan MB <u>without</u> R4

Employees receiving Tier 2 health and welfare benefits will move up to Tier 1 health and welfare benefits and rates five (5) years after their hire date as a full-time regular employee.

*NOTE: This group (hired on or after 04/01/13) moved to MB without retiree coverage on March 1, 2014.

** The Plan Change from TA to MB will not take effect until the beginning of the following month from the date that the Central States Health & Welfare Fund was notified of the change. Therefore, July 1, 2013 is the date of the change in Plans.

The Employer and the Union hereby certify to the Fund that there is a bona fide employment-based reason for the change from Plan TA to Plan MB effective July 1, 2013. The change was the result of good faith collective bargaining between the employer and the union. In the best interest of the members of the bargaining unit, and helped ensure labor peace between the employer and union.

SUPERVALU, INC.

LOCAL UNION NO. 610

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

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

Title

Title

Date: May 21, 2014

Date: 5-21-14

RECEIVED
MAY 21 2014
CONTRACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

By and Between

SUPERVALU INC.

ST. LOUIS DISTRIBUTION CENTER

and the

MISCELLANEOUS DRIVERS, HELPERS, HEALTH CARE

AND PUBLIC EMPLOYEES UNION,

LOCAL 610

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

-TERM-

MARCH 31, 2013 THROUGH MARCH 26, 2016

RECEIVED

JUN 20 2013

**CONTRACT
DEPARTMENT**

SCOPE OF AGREEMENT

This Agreement has been entered into between SUPERVALU INC. - St. Louis Distribution Center, or its successors hereinafter referred to as the Employer, and Local Union 610, affiliated with the International Brotherhood of Teamsters.

This Agreement shall be binding upon the parties hereto, their successors, and assigns.

The Employer 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, transferor or lessor executes a contract of transaction as herein described.

ARTICLE I - RECOGNITION

Section 1:

The Employer 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 Employer employed directly and by and/or under the supervision and control of the Employer within the jurisdiction of the Union.

Section 2:

The Employer will neither negotiate nor make collective bargaining agreements for any of the employees covered by this Agreement, unless it be through duly authorized representatives of the Union.

Section 3:

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.

Section 4:

The Employer 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 their employees in connection with their membership in the Union.

Casual employees, if eligible and offered coverage under the above paragraph, will pay the portion of the cost of employee only coverage as determined by the Company and the employee will pay the full cost of dependent coverage at rates determined by the Company and in compliance with the ACA.

Section 2:

If an employee is not actively working due to a non-work related injury or illness and the employee is eligible for "Loss of Time Continued Coverage" under the Central States C6 Plan, during the first week of the employee's absence (the week in which the employee suffered the injury or illness) the Company shall continue to make contributions for the first week of the absence provided the employee pays his/her contribution. Thereafter, if the non-work related absence exceeds one (1) week up to a maximum of twenty-five (25) additional weeks, the Company shall be relieved of making any contributions for that additional twenty-five (25) week period that the employee is eligible for the "Loss of Time Continued Coverage".

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

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

ARTICLE 27 - PENSIONS

Section 1: Weekly and Daily Pension Contributions

Pension contributions may be either weekly or daily.

Weekly Contributions: Weekly contributions in the amounts specified below shall be required for each employee on a structured bid and for each employee on the relief board designated as a weekly replacement for those employees who have structured bids.

Daily Contributions: Daily contributions shall be required for each employee on the relief board not designated as a weekly replacement for those employees who have structured bids and who work on an as-needed basis either daily or weekly. The daily contribution shall not be limited and shall apply for each and every day worked.

The number of designated weekly replacements shall be determined prior to each trimester bid and will generally be equal to the maximum number of employees

allowed off on vacation and/or personal holidays each week, plus one. However, the number may increase or decrease based on the circumstances.

Once the number of designated weekly replacements is determined, the number shall remain unchanged for the duration of the trimester bid.

The designated weekly and daily contribution recipients will be identified to Central States each time a new bid becomes effective.

Section 2:

Employer agrees to comply with the Central States June 1, 2011 Modification to the Rehabilitation Plan, superseding any document drafted prior thereto relating to the Primary Rehabilitation Plan Schedule.

The Employer's weekly pension rate shall remain at its current level (as of March 30, 2013) for the term of this Agreement. Contributions of \$338.00 will be remitted to the Central States, Southeast and Southwest Areas Pension Fund, for each eligible regular employee hired prior to March 31, 2013, for each week the employee is in a pay status.

The Employer's daily pension rate shall remain at its current level (as of March 30, 2013) for the term of this Agreement. Contributions of \$68.40 will be remitted to the Central States, Southeast and Southwest Areas Pension Fund, for each eligible regular employee hired prior to March 31, 2013, for each day and every day the employee is in a pay status.

Regular employees hired after March 30, 2013, will have contributions to the Class 16 Pension remitted on their behalf. Contributions will be remitted for all compensated periods required to the Central States, Southeast and Southwest Areas Pension Fund, for the first sixty (60) months of employment of regular full-time employees.

<u>Effective Date</u>	<u>Tier 2 Pension.</u>
April 1, 2013	\$113.40 per week
April 1, 2014	\$120.20 per week
April 1, 2015	\$127.40 per week

Employees receiving Tier 2 Pension benefits will move up to the Tier 1 Pension benefits and rates five (5) years after their hire date as a full-time regular employee.

Casual drivers will be eligible for pension (Plan 16) contributions in accordance with the following:

- 1) Initial eligibility will be based on a casual driver having attained thirty (30) working days.
- 2) Pension contributions will begin on the first week following the week that a casual driver qualifies in accordance with the aforementioned No. 1.
- 3) The aforementioned casual drivers will have a daily pension (Plan 16) contribution made on their behalf for each day worked as follows:

<u>Effective Date</u>	<u>Pension (Class 16)</u>
April 1, 2013	\$29.70
April 1, 2014	\$31.50
April 1, 2015	\$33.40

Section 3:

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

The Union and the Employer agree to be bound by and hereby assent to all of the terms of the Trust Agreement creating the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.

Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

The Employer agrees that it will execute said attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

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:

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.

ARTICLE 28 - WAR OR NATIONAL EMERGENCY

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 renegotiation of matters dealing with wages and hours.

Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economical recourse to support their request for revisions.

If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law so as to permit economic action at the expiration thereof.

ARTICLE 29 - DISCHARGE OR SUSPENSION

The Employer shall not discipline or discharge any employee without just cause.

The following procedure of progressive discipline shall be applied by the Employer, except the Employer need not follow progressive discipline before discharge if the discharge is for dishonesty, recklessness resulting in serious accident while on duty, carrying of unauthorized passengers, dischargeable D.O.T. violations or similar offenses.

Written warnings must be sent by mail (within fourteen (14) calendar days of incident) to the Local Union representative and hand delivered to the affected employee and the appropriate shop steward representative, and may be sent by certified mail to the employee's last known address if no other reasonable means of serving is available.

SERVICE - GARAGE - AGREEMENT

Between

**SUPERVALU INC.
ST. LOUIS DISTRIBUTION CENTER**

and

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

- TERM -

MAY 19, 2013

Through

MARCH 26, 2016

RECEIVED

APR 09 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

AGREEMENT, by and between SUPERVALU INC., ST. LOUIS DISTRIBUTION CENTER, party of the first part, hereinafter called the "Employer" and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, party of the second part, hereinafter called the "Union".

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 his employees.

ARTICLE 1 - CONDITIONS OF EMPLOYMENT

Section 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. Such duties will be, but not limited to, Partsman, Shop Clerks, Tire, Lubrication, Washer (Company equipment), Garage Laborers, Fueler, Drivers (pickup and delivery of parts, and Company equipment for repair) and lawn care.

Union and Company have an understanding that jurisdictional lines may be crossed by Teamsters Local 618 and District 9 employees in emergency situations considered critical to the immediate delivery of product to our customer provided there are no Teamsters Local 618 employees on site.

Section 2: Union Security -- It is understood and agreed by the parties 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 this 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 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

service shall become participants in the month for which the Employer makes his Initial contribution, and insurance coverage and benefits shall accrue as of that month (i.e., they are not subject to the waiting period).

Section 7: 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 May 19, 2013

\$338.00 per week

Employer agrees to comply with the Central States June 1, 2011 Modification to the Rehabilitation Plan, superseding any document drafted prior thereto relating to the Primary Rehabilitation Plan Schedule.

Employer proposes a pension contribution of \$113.40 per week for full time employees hired after March 30, 2013 for the first 60 months, see *Plan 16*. Temporary or Replacement workers shall be paid the daily CS Plan 16 rates for qualifying hours after 30 days worked. ***This provision is subject to the approval of the Central States Trustees, and if not approved, shall be removed and considered withdrawn.***

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 any employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.
- (e) If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

(f) Temporary employees, as described in other provisions of this Agreement, shall not be covered by the pension contribution provisions, except as provided below:

With respect to replacement or temporary employees, the parties agree that:

In the event that a replacement or temporary employee works one thousand (1,000) hours or more in a twelve (12) month period, the Employer shall begin making contributions on their behalf to the Central States Pension Fund for all time worked thereafter. Such contributions shall be made at the daily rate established in this letter for each day worked up to a maximum of five (5) days contribution per calendar week according to the following schedule:

Effective May 19, 2013 \$68.40 per day

Section 8: Delinquency - Health and Welfare or Pension Funds

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund, Pension Fund, or other 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 seventy-two (72) hour notice to the Employer of such delinquency in Health and Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 5 - WORKING CONDITIONS

Section 1: The Employer agrees to provide and launder uniforms (summer and winter types) for all employees. Employers who require their employees to wear specific wearing apparel shall furnish same without cost to the employees, and such wearing apparel shall bear the Union label.

Section 2: For employees hired prior to July 1, 1985, the Employer agrees to furnish all necessary tools, equipment and supplies, to pay for any premium on fidelity bond or other bonds or deposits, or hiring charges if required by him.

Tool Liability -- The Employer's insurance shall cover employees' tools, including boxes, in case of loss due to fire, floods or other acts of God, or forced entry involving entire tool box and/or contents and proven theft. Such insurance coverage shall be



**CENTRAL STATES
PENSION FUND**

**SUPERVALU, INC.
ACCOUNT NO.: 7714250-0700-688-A, D, E, F, G**

LETTER OF UNDERSTANDING AND AGREEMENT

The parties agree to amend the Pension Rates for the Casual employees in Article 29, Section 2 as follows:

Listed below are the revised daily rates:

Effective July 1, 2013	\$66.10 per day
Effective July 1, 2014	\$68.40 per day
Effective July 1, 2015	\$68.40 per day

SUPERVALU, INC.

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

Title:

Date: 12-15-14

LOCAL UNION NO. 688

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

Title:

Date: 12/18/14

RECEIVED
DEC 18 2014
FACT
MENT

AGREEMENT

Between

SUPERVALU

ST. LOUIS DISTRIBUTION CENTER

and

TEAMSTERS LOCAL UNION NO. 688



Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

- TERM -

July 1, 2013

Through

June 30, 2016

RECEIVED
JUL 25 2014
CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, dated as of July 1, 2013, by and between SUPERVALU INC., ST. LOUIS DISTRIBUTION CENTER, or its successors, hereinafter called the "Employer", Party of the First Part, and TEAMSTERS LOCAL UNION NO. 688, affiliated with the International Brotherhood of Teamsters, Party of the Second Part, hereinafter called the "Union", is for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

NEGOTIATIONS

The undersigned Employer and the Union agree to be bound by all of the terms and provisions of this Agreement, and also agree to be bound by the interpretations and enforcement of the Agreement.

ARTICLE 1 - RECOGNITION

Section 1: The term "employee" as used in this Agreement shall include all employees (including casual employees) engaged in the handling of merchandise in the shipping, receiving, storing and warehousing thereof, and shall exclude all other employees including, but not by way of limitation, superintendents, office and clerical employees.

Section 2: Employer will neither negotiate nor make Collective Bargaining Agreements for any of the employees covered by this Agreement unless it be through duly authorized representatives of the Union.

Section 3: The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union, nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union. The Union will likewise agree that it will not sponsor or promote, financially, or otherwise, any group or organization for the purpose of undermining the Employer.

Section 4: Supervisors, and those employees solely in supervisory capacities, shall not do production work except as necessary for the training of employees.

The Company shall continue to provide Life Insurance and AD&D Insurance at the current levels of coverage being provided through the Insurance and Welfare Trust Fund. The Company shall have the option of providing the coverage through the Insurance & Welfare Fund, or through LHN, or through a Company plan.

ARTICLE 29 - PENSIONS

Section 1: The Employer agrees to contribute to Central States, Southeast and Southwest Areas Pension Fund the following weekly amounts for each regular employee who has been on the payroll thirty (30) days or more:

July 1, 2013	\$323.90 per week
July 1, 2014	\$338.00 per week
July 1, 2015	\$338.00 per week

The Employer agrees to comply with the Central States June 1, 2011 Modification to the Rehabilitation Plan, superseding any document drafted prior thereto relating to the Primary Rehabilitation Schedule.

The Company agrees to make the necessary contribution to the Central States, Southeast and Southwest Areas Pension Fund to maintain Class 18 benefits, as established by the Fund, as provided for in this Section, for the term of this Agreement.

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. The Union and the Employer agree to be bound by, and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the Rules and Regulations heretofore and hereafter adopted by the Trustees of said Trust Fund in accordance with the Trust Agreement and Rules adopted. Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement; as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer 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 Employer agrees that it will execute said attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

During the remainder of this contract the Employer shall on July 1 of each year of the contract contribute to said Pension Fund such amount per week (or day) for each employee as may be in the future from time to time required to be paid by contributory employers to said fund who are covered by the Central States Addendum to the National Trucking Agreement necessary to maintain the top level of benefits.

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

Section 2: Casual warehouse employees hired prior to July 1, 2008 and all non-warehouse casual employees (regardless of hire date) who work more than one thousand (1,000) hours in a twelve (12) month period will be eligible for participation in the Central States Pension Fund at daily pension rates for all days in which compensation is earned.

Casual warehouse employees hired July 1, 2008 or after will have daily pension contributions remitted on their behalf after they have been on the Employer's payroll for thirty (30) calendar days. Contributions will be remitted for all compensated periods.

Listed below are the daily rates:

Effective July 1, 2013	\$66.10 per day
Effective July 1, 2014	\$67.60 per day
Effective July 1, 2015	\$67.60 per day

For non-warehouse casual employees, contributions shall be 100% of the prevailing rate, listed above.

For regular and casual warehouse employees hired prior to July 1, 2008, the following grocery warehouse progression will be made on their behalf. Casual warehouse will be at the daily and regular warehouse will be at the weekly rate.

1 st year	20% of prevailing rate
2 nd year	40% of prevailing rate
3 rd year	60% of prevailing rate
4 th year	80% of prevailing rate
5 th year and beyond	100% of prevailing rate

For regular and casual warehouse employees hired on or after July 1, 2008, the following grocery warehouse progression will be made on their behalf. Casual warehouse will be at the daily rate and regular warehouse will be at the weekly rate.

1 st year	50% of prevailing rate
2 nd year	50% of prevailing rate
3 rd year	50% of prevailing rate
4 th year and beyond	100% of prevailing rate

The full pension rates (daily for casual and weekly for regular) would apply to any employee who does not perform "grocery warehouse work" (e.g., office employees, mechanics, maintenance, etc.).

ARTICLE 30 – LABOR HEALTH CLAUSE

Section 1. Family The Employer will pay monthly to the St. Louis Labor Healthcare Network (hereafter called "LHN") for each "regular" employee of the Employer within the Collective Bargaining Unit covered by this Agreement who worked or was in pay status anytime during the month, who is married, divorced, widowed or single with more than one eligible dependent entitled to coverage under the LHN:

Effective 7/1/13	\$1539 per member per month
Effective 7/1/14	\$1616 per member per month
Effective 7/1/15	\$1708 per member per month

Section 2. Employee + One The Employer will pay monthly to the LHN for each "regular" employee of the Employer within the Collective Bargaining Unit covered by this Agreement who worked or was in pay status anytime during the month, who is married, divorced, widowed or single with not more than one eligible dependent entitled to coverage under the LHN:

Effective 7/1/13	\$1233 per member per month
Effective 7/1/14	\$1295 per member per month
Effective 7/1/15	\$1369 per member per month

Section 3. Employee Only The Employer will pay monthly to the LHN for each "regular" employee of the Employer within the Collective Bargaining Unit covered by this Agreement who worked or was in pay status anytime during the month, who is divorced, widowed or single without any eligible dependent entitled to coverage under the LHN:

Effective 7/1/13	\$638 per member per month
Effective 7/1/14	\$670 per member per month
Effective 7/1/15	\$708 per member per month

NOTE: As used throughout this Agreement the term pay status shall include vacation pay, sick pay, and personal holiday pay. An employee shall not be deemed to be in pay status solely by virtue of receiving payments for short term disability, long term disability, or workers' compensation. The Employer, however, shall make any contributions to LHN required by the Family and Medical Leave Act.

Section 4: Regulars hired after January 16, 2014 will participate in Plan B for a five (5) year period and then move into Plan A.

**FORT WAYNE
DISTRIBUTION CENTER**

**Division of
SUPERVALU INC.**

and

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL UNION NO. 414**

June 15, 2014 to June 14, 2017

RECEIVED

DEC 22 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement dated June 15, 2014, by and between FORT WAYNE DISTRIBUTION CENTER, a Division of SUPERVALU INC., or its successors, (hereinafter referred to as the "Employer"), and TEAMSTERS LOCAL UNION NO. 414 of Fort Wayne, Indiana, affiliated with the International Brotherhood of Teamsters, or its successors (hereinafter referred to as the "Union").

ARTICLE 1

Purpose

1:01 It is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the Employer and its employees, and set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto during the life of this Agreement. All members of Local No. 414 agree to further the interests of their employer at all times.

ARTICLE 2

Leasing Clause

2:01 This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the 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 the 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.

2:02 Seniority shall be determined for the employees of the employer becoming involved under the provisions outlined in the above paragraph of the agreement by merging the total accumulated service from their anniversary date of hiring with the former employer with the seniority list of anyone taking over the operation.

2:03 Effective June 30, 2001, the Company commits that any grocery outside storage utilized in the Fort Wayne trade area will be staffed with our employees. However, in the event that a grocery outside storage requirement becomes necessary on short notice, the Company reserves the right to make temporary arrangements as necessary for such storage but in no event will these temporary arrangements exceed 6 months duration.

The Company commits that no employee will be laid off prior to June 30, 2001, without replacing the present non-bargaining unit employees in our existing outside storage location.

ARTICLE 29

Funeral Leave

29:01 The company will pay up to three (3) consecutive days funeral leave from date of death through the day following the funeral for scheduled work lost (not to exceed either eight (8) hours for one day or twenty-four (24) hours in total, or not to exceed either ten (10) hours for one day or thirty (30) hours in total for employees on 4/10's) in the event of a death in the immediate family.

29:02 In no case will he receive more than the basic weekly pay, except, that any daily overtime worked by an employee in such a week will be paid even though this brings his total pay to more than the basic weekly pay and except that if an employee has missed scheduled work days in the work week because of a funeral and then returns to work that week, the funeral leave pay will not be reduced where he worked an unscheduled day. By immediate family is meant: mother, father, mother-in-law, father-in-law, brother, sister, husband, wife, child, grandparents, grandchildren, spouses' sister or brother, brother-in-law, and sister-in-law (includes step-family), and spouse's grandparents. The employee must attend the funeral in order to qualify for pay under this Article.

ARTICLE 30

Jury Duty

30:01 Any regular full-time employee who is required to be absent from work for jury service shall, upon submission of proper evidence of such service, be paid the difference between his regular straight-time hourly earnings for actual time lost (but not to exceed eight (8) hours per day or forty (40) hours per week) and the pay the employee receives as a juror, to a maximum of six (6) weeks per calendar year. Upon dismissal from jury service, the employee will immediately notify the Company that he is available for work. An employee who reports for jury duty and serves four (4) hours or more will be excused from working his regular shift that night and receive eight (8) hours straight time pay.

ARTICLE 31

Pensions

31:01 The Company agrees to Central States Class 18 and will contribute:

\$290.90 per week	6/15/14
\$302.50 per week	6/14/15
\$314.60 per week	6/12/16

Daily contribution rates shall apply to full time laid off employees working as VARs/Supplemental, VARs who work less than 5 days during a week or Supplemental employees who work during a week regardless of the number of days worked per week. The Employer agrees to contribute the following daily rates:

\$59.30 per day	6/16/14
\$61.70 per day	6/16/15
\$64.20 per day	6/16/16

The Employer shall contribute for each bargaining unit Grocery Warehouse Employee (excluding truck drivers and mechanics) hired after May 21, 2011 who have been on the employer's payroll for 30 calendar days or more. The Employer contribution rate for the Grocery Warehouse Plan shall be 50% during the first 3 full years of Employer contributions on behalf of an employee and 100% contribution rate commencing the 4th year. The 50% and 100% contribution rate schedule applies to the applicable weekly rate (if full time) and daily rate (if a VAR or Supplemental employee).

*The employer will make a retro payment, to Central States, equal to the amount of the difference paid for the period of June 14, 2009 to Saturday following date of ratification (May 21, 2011).

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

31:02 By the execution of this Agreement, the Employer shall 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.

31:03 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 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 twelve (12) months.

31:04 If an employee is granted a leave of absence, the Union shall use its best efforts to 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.

31:05 Contributions to the Pension Fund must be made for each week on each regular full-time employee, including weeks where work is performed for the Employer, but not under the provisions of this Agreement. Contributions shall be made for a regular employee for the full week during which he is first laid off.

31:06 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 Article except as provided in Articles A:13-7, and B:12-6.

31:07 Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees.

31:08 The parties signatory hereto understand and agree in accordance with the resolution adopted by the Trustees of the Pension Fund in regard to the acceptance of new companies who were formerly covered by a company profit sharing or retirement program the following shall apply: As promptly as possible hereafter, Employer shall furnish to Union a notarized list of the Employees formerly covered under the Profit Sharing Program and the amounts of monies each received from the Profit Sharing Plan. Upon the completion of the qualifications as outlined in the Pensions Booklet, it is further understood that the amount of benefits that an Employee is to receive predicated on the benefit class at the time of meeting the requirements for retirement, that amount will be reduced by twenty per cent (20%) until the amount of reduction equals the amount received from the Profit Sharing Program. Thereafter, he will receive the benefits as outlined in the Pension Booklet.

**FORT WAYNE
DISTRIBUTION CENTER**

**Division of
SUPERVALU INC.**

and

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL UNION NO. 414**

June 15, 2014 to June 14, 2017

RECEIVED

DEC 22 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement dated June 15, 2014, by and between FORT WAYNE DISTRIBUTION CENTER, a Division of SUPERVALU INC., or its successors, (hereinafter referred to as the "Employer"), and TEAMSTERS LOCAL UNION NO. 414 of Fort Wayne, Indiana, affiliated with the International Brotherhood of Teamsters, or its successors (hereinafter referred to as the "Union").

ARTICLE 1

Purpose

1:01 It is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the Employer and its employees, and set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto during the life of this Agreement. All members of Local No. 414 agree to further the interests of their employer at all times.

ARTICLE 2

Leasing Clause

2:01 This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the 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 the 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.

2:02 Seniority shall be determined for the employees of the employer becoming involved under the provisions outlined in the above paragraph of the agreement by merging the total accumulated service from their anniversary date of hiring with the former employer with the seniority list of anyone taking over the operation.

2:03 Effective June 30, 2001, the Company commits that any grocery outside storage utilized in the Fort Wayne trade area will be staffed with our employees. However, in the event that a grocery outside storage requirement becomes necessary on short notice, the Company reserves the right to make temporary arrangements as necessary for such storage but in no event will these temporary arrangements exceed 6 months duration.

The Company commits that no employee will be laid off prior to June 30, 2001, without replacing the present non-bargaining unit employees in our existing outside storage location.

ARTICLE 29

Funeral Leave

29:01 The company will pay up to three (3) consecutive days funeral leave from date of death through the day following the funeral for scheduled work lost (not to exceed either eight (8) hours for one day or twenty-four (24) hours in total, or not to exceed either ten (10) hours for one day or thirty (30) hours in total for employees on 4/10's) in the event of a death in the immediate family.

29:02 In no case will he receive more than the basic weekly pay, except, that any daily overtime worked by an employee in such a week will be paid even though this brings his total pay to more than the basic weekly pay and except that if an employee has missed scheduled work days in the work week because of a funeral and then returns to work that week, the funeral leave pay will not be reduced where he worked an unscheduled day. By immediate family is meant: mother, father, mother-in-law, father-in-law, brother, sister, husband, wife, child, grandparents, grandchildren, spouses' sister or brother, brother-in-law, and sister-in-law (includes step-family), and spouse's grandparents. The employee must attend the funeral in order to qualify for pay under this Article.

ARTICLE 30

Jury Duty

30:01 Any regular full-time employee who is required to be absent from work for jury service shall, upon submission of proper evidence of such service, be paid the difference between his regular straight-time hourly earnings for actual time lost (but not to exceed eight (8) hours per day or forty (40) hours per week) and the pay the employee receives as a juror, to a maximum of six (6) weeks per calendar year. Upon dismissal from jury service, the employee will immediately notify the Company that he is available for work. An employee who reports for jury duty and serves four (4) hours or more will be excused from working his regular shift that night and receive eight (8) hours straight time pay.

ARTICLE 31

Pensions

31:01 The Company agrees to Central States Class 18 and will contribute:

\$290.90 per week	6/15/14
\$302.50 per week	6/14/15
\$314.60 per week	6/12/16

Daily contribution rates shall apply to full time laid off employees working as VARs/Supplemental, VARs who work less than 5 days during a week or Supplemental employees who work during a week regardless of the number of days worked per week. The Employer agrees to contribute the following daily rates:

\$59.30 per day	6/16/14
\$61.70 per day	6/16/15
\$64.20 per day	6/16/16

The Employer shall contribute for each bargaining unit Grocery Warehouse Employee (excluding truck drivers and mechanics) hired after May 21, 2011 who have been on the employer's payroll for 30 calendar days or more. The Employer contribution rate for the Grocery Warehouse Plan shall be 50% during the first 3 full years of Employer contributions on behalf of an employee and 100% contribution rate commencing the 4th year. The 50% and 100% contribution rate schedule applies to the applicable weekly rate (if full time) and daily rate (if a VAR or Supplemental employee).

*The employer will make a retro payment, to Central States, equal to the amount of the difference paid for the period of June 14, 2009 to Saturday following date of ratification (May 21, 2011).

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

31:02 By the execution of this Agreement, the Employer shall 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.

31:03 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 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 twelve (12) months.

31:04 If an employee is granted a leave of absence, the Union shall use its best efforts to 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.

31:05 Contributions to the Pension Fund must be made for each week on each regular full-time employee, including weeks where work is performed for the Employer, but not under the provisions of this Agreement. Contributions shall be made for a regular employee for the full week during which he is first laid off.

31:06 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 Article except as provided in Articles A:13-7, and B:12-6.

31:07 Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees.

31:08 The parties signatory hereto understand and agree in accordance with the resolution adopted by the Trustees of the Pension Fund in regard to the acceptance of new companies who were formerly covered by a company profit sharing or retirement program the following shall apply: As promptly as possible hereafter, Employer shall furnish to Union a notarized list of the Employees formerly covered under the Profit Sharing Program and the amounts of monies each received from the Profit Sharing Plan. Upon the completion of the qualifications as outlined in the Pensions Booklet, it is further understood that the amount of benefits that an Employee is to receive predicated on the benefit class at the time of meeting the requirements for retirement, that amount will be reduced by twenty per cent (20%) until the amount of reduction equals the amount received from the Profit Sharing Program. Thereafter, he will receive the benefits as outlined in the Pension Booklet.

**FORT WAYNE
DISTRIBUTION CENTER**

**Division of
SUPERVALU INC.**

and

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL UNION NO. 414**

June 15, 2014 to June 14, 2017

RECEIVED

DEC 22 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement dated June 15, 2014, by and between FORT WAYNE DISTRIBUTION CENTER, a Division of SUPERVALU INC., or its successors, (hereinafter referred to as the "Employer"), and TEAMSTERS LOCAL UNION NO. 414 of Fort Wayne, Indiana, affiliated with the International Brotherhood of Teamsters, or its successors (hereinafter referred to as the "Union").

ARTICLE 1

Purpose

1:01 It is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the Employer and its employees, and set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto during the life of this Agreement. All members of Local No. 414 agree to further the interests of their employer at all times.

ARTICLE 2

Leasing Clause

2:01 This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the 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 the 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.

2:02 Seniority shall be determined for the employees of the employer becoming involved under the provisions outlined in the above paragraph of the agreement by merging the total accumulated service from their anniversary date of hiring with the former employer with the seniority list of anyone taking over the operation.

2:03 Effective June 30, 2001, the Company commits that any grocery outside storage utilized in the Fort Wayne trade area will be staffed with our employees. However, in the event that a grocery outside storage requirement becomes necessary on short notice, the Company reserves the right to make temporary arrangements as necessary for such storage but in no event will these temporary arrangements exceed 6 months duration.

The Company commits that no employee will be laid off prior to June 30, 2001, without replacing the present non-bargaining unit employees in our existing outside storage location.

ARTICLE 29

Funeral Leave

29:01 The company will pay up to three (3) consecutive days funeral leave from date of death through the day following the funeral for scheduled work lost (not to exceed either eight (8) hours for one day or twenty-four (24) hours in total, or not to exceed either ten (10) hours for one day or thirty (30) hours in total for employees on 4/10's) in the event of a death in the immediate family.

29:02 In no case will he receive more than the basic weekly pay, except, that any daily overtime worked by an employee in such a week will be paid even though this brings his total pay to more than the basic weekly pay and except that if an employee has missed scheduled work days in the work week because of a funeral and then returns to work that week, the funeral leave pay will not be reduced where he worked an unscheduled day. By immediate family is meant: mother, father, mother-in-law, father-in-law, brother, sister, husband, wife, child, grandparents, grandchildren, spouses' sister or brother, brother-in-law, and sister-in-law (includes step-family), and spouse's grandparents. The employee must attend the funeral in order to qualify for pay under this Article.

ARTICLE 30

Jury Duty

30:01 Any regular full-time employee who is required to be absent from work for jury service shall, upon submission of proper evidence of such service, be paid the difference between his regular straight-time hourly earnings for actual time lost (but not to exceed eight (8) hours per day or forty (40) hours per week) and the pay the employee receives as a juror, to a maximum of six (6) weeks per calendar year. Upon dismissal from jury service, the employee will immediately notify the Company that he is available for work. An employee who reports for jury duty and serves four (4) hours or more will be excused from working his regular shift that night and receive eight (8) hours straight time pay.

ARTICLE 31

Pensions

31:01 The Company agrees to Central States Class 18 and will contribute:

\$290.90 per week	6/15/14
\$302.50 per week	6/14/15
\$314.60 per week	6/12/16

Daily contribution rates shall apply to full time laid off employees working as VARs/Supplemental, VARs who work less than 5 days during a week or Supplemental employees who work during a week regardless of the number of days worked per week. The Employer agrees to contribute the following daily rates:

\$59.30 per day	6/16/14
\$61.70 per day	6/16/15
\$64.20 per day	6/16/16

The Employer shall contribute for each bargaining unit Grocery Warehouse Employee (excluding truck drivers and mechanics) hired after May 21, 2011 who have been on the employer's payroll for 30 calendar days or more. The Employer contribution rate for the Grocery Warehouse Plan shall be 50% during the first 3 full years of Employer contributions on behalf of an employee and 100% contribution rate commencing the 4th year. The 50% and 100% contribution rate schedule applies to the applicable weekly rate (if full time) and daily rate (if a VAR or Supplemental employee).

*The employer will make a retro payment, to Central States, equal to the amount of the difference paid for the period of June 14, 2009 to Saturday following date of ratification (May 21, 2011).

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

31:02 By the execution of this Agreement, the Employer shall 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.

31:03 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 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 twelve (12) months.

31:04 If an employee is granted a leave of absence, the Union shall use its best efforts to 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.

31:05 Contributions to the Pension Fund must be made for each week on each regular full-time employee, including weeks where work is performed for the Employer, but not under the provisions of this Agreement. Contributions shall be made for a regular employee for the full week during which he is first laid off.

31:06 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 Article except as provided in Articles A:13-7, and B:12-6.

31:07 Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees.

31:08 The parties signatory hereto understand and agree in accordance with the resolution adopted by the Trustees of the Pension Fund in regard to the acceptance of new companies who were formerly covered by a company profit sharing or retirement program the following shall apply: As promptly as possible hereafter, Employer shall furnish to Union a notarized list of the Employees formerly covered under the Profit Sharing Program and the amounts of monies each received from the Profit Sharing Plan. Upon the completion of the qualifications as outlined in the Pensions Booklet, it is further understood that the amount of benefits that an Employee is to receive predicated on the benefit class at the time of meeting the requirements for retirement, that amount will be reduced by twenty per cent (20%) until the amount of reduction equals the amount received from the Profit Sharing Program. Thereafter, he will receive the benefits as outlined in the Pension Booklet.

**FORT WAYNE
DISTRIBUTION CENTER**

**Division of
SUPERVALU INC.**

and

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL UNION NO. 414**

June 15, 2014 to June 14, 2017

RECEIVED

DEC 22 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement dated June 15, 2014, by and between FORT WAYNE DISTRIBUTION CENTER, a Division of SUPERVALU INC., or its successors, (hereinafter referred to as the "Employer"), and TEAMSTERS LOCAL UNION NO. 414 of Fort Wayne, Indiana, affiliated with the International Brotherhood of Teamsters, or its successors (hereinafter referred to as the "Union").

ARTICLE 1

Purpose

1:01 It is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the Employer and its employees, and set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto during the life of this Agreement. All members of Local No. 414 agree to further the interests of their employer at all times.

ARTICLE 2

Leasing Clause

2:01 This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the 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 the 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.

2:02 Seniority shall be determined for the employees of the employer becoming involved under the provisions outlined in the above paragraph of the agreement by merging the total accumulated service from their anniversary date of hiring with the former employer with the seniority list of anyone taking over the operation.

2:03 Effective June 30, 2001, the Company commits that any grocery outside storage utilized in the Fort Wayne trade area will be staffed with our employees. However, in the event that a grocery outside storage requirement becomes necessary on short notice, the Company reserves the right to make temporary arrangements as necessary for such storage but in no event will these temporary arrangements exceed 6 months duration.

The Company commits that no employee will be laid off prior to June 30, 2001, without replacing the present non-bargaining unit employees in our existing outside storage location.

ARTICLE 29

Funeral Leave

29:01 The company will pay up to three (3) consecutive days funeral leave from date of death through the day following the funeral for scheduled work lost (not to exceed either eight (8) hours for one day or twenty-four (24) hours in total, or not to exceed either ten (10) hours for one day or thirty (30) hours in total for employees on 4/10's) in the event of a death in the immediate family.

29:02 In no case will he receive more than the basic weekly pay, except, that any daily overtime worked by an employee in such a week will be paid even though this brings his total pay to more than the basic weekly pay and except that if an employee has missed scheduled work days in the work week because of a funeral and then returns to work that week, the funeral leave pay will not be reduced where he worked an unscheduled day. By immediate family is meant: mother, father, mother-in-law, father-in-law, brother, sister, husband, wife, child, grandparents, grandchildren, spouses' sister or brother, brother-in-law, and sister-in-law (includes step-family), and spouse's grandparents. The employee must attend the funeral in order to qualify for pay under this Article.

ARTICLE 30

Jury Duty

30:01 Any regular full-time employee who is required to be absent from work for jury service shall, upon submission of proper evidence of such service, be paid the difference between his regular straight-time hourly earnings for actual time lost (but not to exceed eight (8) hours per day or forty (40) hours per week) and the pay the employee receives as a juror, to a maximum of six (6) weeks per calendar year. Upon dismissal from jury service, the employee will immediately notify the Company that he is available for work. An employee who reports for jury duty and serves four (4) hours or more will be excused from working his regular shift that night and receive eight (8) hours straight time pay.

ARTICLE 31

Pensions

31:01 The Company agrees to Central States Class 18 and will contribute:

\$290.90 per week	6/15/14
\$302.50 per week	6/14/15
\$314.60 per week	6/12/16

Daily contribution rates shall apply to full time laid off employees working as VARs/Supplemental, VARs who work less than 5 days during a week or Supplemental employees who work during a week regardless of the number of days worked per week. The Employer agrees to contribute the following daily rates:

\$59.30 per day	6/16/14
\$61.70 per day	6/16/15
\$64.20 per day	6/16/16

The Employer shall contribute for each bargaining unit Grocery Warehouse Employee (excluding truck drivers and mechanics) hired after May 21, 2011 who have been on the employer's payroll for 30 calendar days or more. The Employer contribution rate for the Grocery Warehouse Plan shall be 50% during the first 3 full years of Employer contributions on behalf of an employee and 100% contribution rate commencing the 4th year. The 50% and 100% contribution rate schedule applies to the applicable weekly rate (if full time) and daily rate (if a VAR or Supplemental employee).

*The employer will make a retro payment, to Central States, equal to the amount of the difference paid for the period of June 14, 2009 to Saturday following date of ratification (May 21, 2011). There shall be no other pension fund under this agreement for operations under this agreement.

31:02 By the execution of this Agreement, the Employer shall 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.

31:03 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 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 twelve (12) months.

31:04 If an employee is granted a leave of absence, the Union shall use its best efforts to 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.

31:05 Contributions to the Pension Fund must be made for each week on each regular full-time employee, including weeks where work is performed for the Employer, but not under the provisions of this Agreement. Contributions shall be made for a regular employee for the full week during which he is first laid off.

31:06 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 Article except as provided in Articles A:13-7, and B:12-6.

31:07 Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees.

31:08 The parties signatory hereto understand and agree in accordance with the resolution adopted by the Trustees of the Pension Fund in regard to the acceptance of new companies who were formerly covered by a company profit sharing or retirement program the following shall apply: As promptly as possible hereafter, Employer shall furnish to Union a notarized list of the Employees formerly covered under the Profit Sharing Program and the amounts of monies each received from the Profit Sharing Plan. Upon the completion of the qualifications as outlined in the Pensions Booklet, it is further understood that the amount of benefits that an Employee is to receive predicated on the benefit class at the time of meeting the requirements for retirement, that amount will be reduced by twenty per cent (20%) until the amount of reduction equals the amount received from the Profit Sharing Program. Thereafter, he will receive the benefits as outlined in the Pension Booklet.

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

<u>CLASSIFICATION</u>	<u>HOURLY BASE RATE</u>
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	27.47
Gen Foreman (20% above 2 ½ Tons and Over Rate)	28.62
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.

\$3.20 per hour, contribution

Redacted by
U.S. Department
of the Treasury

August 27, 2013

RECEIVED

NOV 11 2013

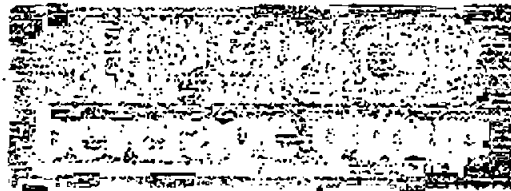
CONTRACT
DEPARTMENT

DRIVERS AND WAREHOUSEMEN

AGREEMENT

BETWEEN

THE SUPERIOR BEVERAGE GROUP, LIMITED



AND

TEAMSTERS LOCAL UNION 377



RECEIVED

MAY 23 2012

**CONTRACT
DEPARTMENT**

January 8, 2011 through January 7, 2016

AGREEMENT

THIS AGREEMENT, made at Austintown, Ohio, 44515 by and between the SUPERIOR BEVERAGE GROUP, LTD., herein referred to as the "Employer," and TEAMSTERS, CHAUFFERS, WAREHOUSEMEN & HELPERS LOCAL UNION #377, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN & HELPERS OF AMERICA, hereinafter referred to as the "Union."

Purpose and Intent

The Company and the Union each represent that the purpose and 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 transmitted from one to the other, to formulate 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, and conditions of employment. The needs and preferences of customers will be considered whenever possible.

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 - RECOGNITION

Section 1 The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives or successors, as the exclusive bargaining agent for the bargaining unit employees of the Employer as herein defined. The term "employees" as used in this Agreement shall include drivers and warehousemen, including "casuals." The bargaining unit does not include "working foremen," "non-delivery salesmen" or "merchandisers." Product that is deposited at the Company's droplet or cross-dock and then delivered to customers by drivers reporting to work and domiciled at the 425 Victoria Road, Austintown, Ohio 44515 facility (or one new location to be designated by the Employer in place of the current location) is recognized as bargaining unit work. This agreement does not apply to cross-docks or droplets in any other location. Furthermore, the employer commits to continue at all times to operate one droplet or cross-dock operation within Local 377's jurisdiction during the term of this Agreement so long as it employs "red circled" drivers as described below.

During the term of this Agreement, the Company agrees to "red circle" by name 33 individuals that are driving on the effective date of this agreement. The parties intend the term "red circle" to mean that those named individuals will each be provided a route or a swing route, if you are a swing driver currently, (including the current Akron routes) or a substantially equivalent new route for the life of the agreement. The Employer retains the right to layoff or reconfigure routes (with a rehid) in the event of a lack of work or a major change like the loss of a brand, for example. It is not the intent to manipulate volume to cause the layoff of a red circle driver and the Company must recall any laid off red circled driver and cannot reassign that route to another location during a period of layoff. When a "red circled" driver leaves the Company's employ for

ARTICLE 16. HEALTH INSURANCE

Contributions to Teamsters Local Union 377 Health and Welfare Fund shall be for all red circled employees at the rates to be set by the Fund Trustees to be paid per week per employee by the Employer. By execution of this Agreement, the Employer authorizes the Trustees of the Teamsters Local Union 377 Health and Welfare Fund to adopt such rules and regulations necessary for the administration of such, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority. All participants will have a 10%, 15% and then 20% co-pay starting in the 1st, 2nd and 3rd year of the Agreement. There are no health and welfare benefits paid for casuals. Employees hired after 6/1/2010 shall participate in the Employer's Health and Welfare Plan and have a 20% co-pay.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. New hire contributions for employees absent because of illness or off the job injury shall continue for a period of four (4) weeks; for injuries on the job, contributions shall continue for a period of not more than nine (9) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare fund during the period of absence.

Employees or spouse with other coverage must exhaust benefits under their plan before benefits are paid under the Company plan. Should the Fund Trustees allow an "opt out," or a single rate, it shall be incorporated into this Agreement so long as the Company shares \$1,000 for those with family and \$500 for those with single coverage per year with the employees.

ARTICLE 17. PENSION PLAN

The Employer agrees to participate in the Central States, Southeast and Southwest Areas Pension Plan during the term of this Agreement as follows:

The Employer shall contribute to the Trust Fund established by and maintained under the Trust Agreement for said Pension Plan at the rate hereinafter set forth for each regularly-employed full-time driver or warehousemen who has been on the Employer's payroll for more than thirty (30) calendar days next preceding the week for which each such contribution is made for such employee: \$134.60 per man per week for the life of this Agreement. Drivers and warehousemen are to pay the full cost of any increase in benefit contributions or surcharge required by the Fund.

The Company will not employ any temporary, part-time, or casual for 1,000 hours or more in any future twelve-month period. If any such temporary, part-time or casual works 1,000 hours or more in any future twelve-month period, the Company will begin making pension contributions for the part-time employee for any hours worked by him or her thereafter (for the

remainder of that year and all subsequent years) in the same manner and amount as required by this Agreement for regular, full-time employees.

Provided however:

Contributions During Employee's Vacation

Contributions shall be made for an employee for the week or weeks during which he is absent from work due to being on vacation for which he is eligible and for which he is paid in accordance with the provisions of this Agreement.

Contributions During an Employee's Absence Due to Illness or Non-Occupational Injury

If an employee is absent from work on account of his bona fide disability resulting from his illness or his non occupational injury, and if the employee notifies the Employer of the cause of such disability promptly upon the commencement thereof, the Employer shall continue to make the aforesaid contributions for such employee during such absence, but not for a period of more than four (4) weeks.

Contributions During an Employee's Absence Due to Occupational Injury

If an employee is absent from work on account of bona fide disability resulting from an injury to him in the course of, and arising out of, his employment by the Employer, and notifies the Employer of the cause of this disability, the Employer shall continue to make the aforesaid contributions for such employee during such absence, but not for more than twenty-six (26) weeks.

Contributions During an Employee's Leave of Absence

If an employee is granted a leave of absence by the Employer, such employee shall pay to the Employer, before such leave becomes effective, an amount equal to the total of the aforesaid contributions for such employee for the entire period for which such leave of absence is granted.

Payment of Contributions

Contributions to be made by the Employer shall be made monthly unless otherwise agreed upon by the Employer and the Union.

Authorization of Employer Trustees

The Employer authorizes the Employer's Association which are participants in said Pension Plan to enter into such appropriate trust agreements as shall be necessary for the administration of the Pension Plan, and to designate the Employer Trustees under such Pension Plan, hereby waiving

all notice thereof and ratifying all actions already taken by such trustees within the scope of their authority, provided, however, that the Employer shall in no event be required to pay any more than the amount which the Employer has hereinbefore agreed to contribute to said Pension Trust Fund.

Binding Effect of Trust Agreements

Any employee who becomes entitled to the payment of any benefits under said Pension Plan shall be bound by the terms and provisions of said Pension Plan and of the Trust Agreement referred to in this Article, and by the rules and regulations including the rules of eligibility adopted by the Trustees of said Pension Plan.

Employer's Obligation

The Employer's obligation under this Article shall be limited solely to making the contributions hereinbefore in this Article agreed to be made by the Employer. The Trustees of said Pension Plan shall at all times and in all respects be deemed to be acting for and on behalf of said Pension Plan, the Trust Fund established and maintained under the Trust Agreement for said Pension Plan, the Union and the employees covered by this Agreement. The Employer shall not be responsible or liable in any manner whatsoever for or with respect to the filing, processing, or payment of any claim for any benefits under Pension Plan or from said Trust Fund.

New Hires: The Union agrees to petition Central States Fund first to permit employees hired after 6/1/2010 to participate in the Company 401 (k) plan. If that option is denied, the Union will alternatively petition the fund to allow contributions for new hires at the \$61 / week rate.

ARTICLE 18. MANAGEMENT

The management of the business and the direction of the workforce, including but not limited to the right to plan, direct, and control operations; to promote, demote, suspend, discharge or otherwise discipline for just cause; to determine the size and composition of the workforce including, to hire, layoff, recall, transfer and schedule employees; to assign and allocate work; to determine the items to be handled; to implement productivity/engineered quality and quantity labor standards, including discipline and incentives; to study or introduce new or improved methods of production, techniques, equipment or facilities; to transfer product into and out of the facility; the number and location of plants/cross-docks/droplots; the determination of safety, health and property protection measures; to establish, implement, modify, maintain and enforce reasonable rules and regulations covering the operation of the facility; discontinue operations or portions thereof; to lease or sublet existing or additional departments or services; to carry out the ordinary and customary functions of management are vested exclusive in the Company.

ARTICLE 19. ABSENCE

Excessive absenteeism or tardiness will not be tolerated and may result in disciplinary action including termination.

AGREEMENT
THE SUPERIOR LINEN SUPPLY COMPANY

THIS AGREEMENT made and entered into by and between **THE SUPERIOR LINEN SUPPLY COMPANY**, hereinafter called the "**COMPANY**", and **DEPARTMENT STORE, PACKAGE, GROCERY, PAPER HOUSE, LIQUOR, MEAT DRIVERS, WAREHOUSE, BAKERY, DRY CLEANING, LAUNDRY AND MISCELLANEOUS SALES ROUTEMEN AND HELPERS, LOCAL UNION NO. 955 of the I.B. of T.C.W. of America**, hereinafter called the "**UNION**", witnessed:

ARTICLE I - Preamble

The parties are mutually desirous of providing a basis for fair dealings between the Company and its employees in order to promote the general welfare of both and of stabilizing conditions so as to maintain the linen service industry in high public repute. It is also the mutual desire and intent of the parties to cooperate to the fullest extent possible to the end the public will be offered an increasing level of satisfaction in linen services. Therefore, the Union agrees that each member of the Union will work, and that the Company agrees that it will employ and deal with members of the Union under the conditions hereinafter set forth.

It is the intention of the parties that this Agreement shall provide the basis of a continuing collective bargaining relationship between the parties during the term hereof, through the establishment of a machinery for the peaceful and orderly settlement of any questions which may arise involving the interpretation or application of any provision of this Agreement.

ARTICLE II - Recognition

Section 1. The Company recognized the Union as the exclusive collective bargaining agency in respect to rates of pay, hours of work, and conditions of employment for the employees in the bargaining unit hereinafter described.

The employees covered by this Agreement shall include and cover all route drivers, truck drivers, special delivery drivers, relief drivers, but shall not include nor apply to any office, clerical, production or maintenance employees, new goods sold, non-company delivery service, or personnel who perform purely sales or management functions. It is allowed for others to deliver "Beyond Local" deliveries to service customers over 75 miles from the Plant as New Business. Company Routemen shall be allowed to make deliveries for other companies who are not organized or affiliated with the Union.

All laundry deliveries and pick-ups, except in emergencies, shall be made by members of the Unit except as otherwise provided herein.

Section 2. Union Shop: The Company agrees that all employees covered by this Agreement shall be members of the Union on and after the 31st day following execution of this Agreement or the 31st day following the start of their employment, whichever is the later. In carrying out this part of the Agreement, the Company agrees to call the offices of the Union when in need of Routemen, and said notice shall be given before the Company interviews any applicant. Without discrimination as to any applicant by reason of membership or non-membership in the union, the Company shall permit all applicants, furnished by the union, to submit their qualifications for the available positions. The Company shall have the right, in its absolute discretion, to hire or reject any applicant without recourse, subject to the foregoing.

Contributions to the Health and Welfare 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 Contract even though 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.

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.

Notwithstanding the provisions of Article XIV of this Agreement, in the event an employer covered by this Agreement should become delinquent in the payment of its contributions to the Fund, above referred to, the employees of said employer or their representatives shall, upon giving at least thirty (30) days' advance written notice to said employer, have the right to take such action with respect to said employer as they deem necessary until such delinquent payments are made. In the event such action is taken, said employer shall be responsible to the employees for any losses in earnings resulting therefrom.

The right "to take such action with respect to said Employer as they may deem necessary" shall be understood not to relate to or apply to bona fide disputes over whether a certain contribution is or is not due by an Employer for an individual employee or employees.

The Trustees shall also be privileged to file suit against any delinquent employer to recover the amount of the delinquency. In the event such suit is filed, the employer involved hereby assumes the liability for the payment of all court costs and attorneys fees necessarily required by such legal action.

ARTICLE VI - Pension Plan

The Company agrees to contribute to the Pension Fund hereinafter, described for employees covered by this Agreement, who have been on the payroll thirty (30) days or more at the following rates effective on the dates indicated:

Effective April 1, 2013 -	\$89.00 per week
Effective April 1, 2014 -	\$92.60 per week
Effective April 1, 2015 -	\$96.30 per week

The Fund shall be the Central States, 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 a party to this Contract are also parties.

If an employee is absent because of illness or off-job-injury and notifies the employer of such absence, that 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 employee, including weeks where work is performed for the employer but not under the provisions of this Contract even though 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 Contract.

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

Notwithstanding the provisions of Article XIV of this Agreement, in the event an employer covered by this Agreement should become delinquent in the payment of its contributions to the Fund, above referred to, the employees of said employer or their representatives shall, upon giving at least thirty (30) days advance written notice to said employer, have the right to take such action with respect to said employer as they deem necessary until such delinquent payments are made. In the event such action is taken, said employer shall be responsible to the employees for any losses in earnings resulting therefrom.

The right "to take such action with respect to said Employer as they may deem necessary" shall be understood not to relate or apply to bona fide disputes over whether a certain contributions is or is not due by an Employer for an individual employees or employees.

The Trustees shall also be privileged to file suit against any delinquent employer to recover the amount of the delinquency. In the event such suit is filed, the employer involved hereby assumes the liability for the payment of all court costs and attorneys fees necessarily required by such legal action.

ARTICLE VII - Seniority

Section 1. Route Restructuring: When a route is eliminated for reasons not attributable to the employee's fault or delinquency, the employee of such route will be absorbed elsewhere in the Company's sales or delivery organization, subject to his being able to handle competently the available work. If anyone is to be laid off as a result thereof, it will be the employee with the least seniority. When Management believes it is necessary to deviate from seniority as above provided, it shall present its reasons to the representatives of the Union. By reason of the fact that this involves designation of an employee in a sales position to represent management to its customers, serious consideration to management's objections of an employee shall be given. In the last analysis, any disagreement over such question shall be resolved through the grievance and arbitration machinery.

Section 2. Non Active Employee: Employees with less than one (1) year's service with the Company, after having performed no work for the company for six (6) consecutive months, shall be considered terminated. Employees with one (1) or more year's service with the Company, after having performed no work for the Company for twelve (12) consecutive months, shall be considered terminated. The foregoing time limits may be extended in any given case by mutual agreement and in accordance with the Family and Medical Leave Act.

ARTICLE VIII - Management Prerogatives

The Company alone shall determine, insofar as such determination does not conflict with any of the other terms of this Agreement:

- (a) What business shall be taken and how the same shall be done
- (b) What the charges are and what the rates therefor shall be
- (c) What materials, supplies, equipment and machinery shall be used and from whom the same shall be purchased or procured
- (d) The manner and method of operating the business
- (e) The number of employees necessary, and their competency
- (f) Who shall be employed and discharged; provided, however, that at the time of giving notice the dismissal, as provided for in the next Article in this agreement (or at the time of dismissal in the event no notice is required), the employer shall state to such employee, and to the business representative of the Union upon request, the true reason or reasons for such dismissal. The business representative shall then have the right to investigate and review with the employer the circumstances of such dismissal. If the employer and the business representative cannot agree upon the proper disposition of

Section 13. Mandatory Meetings: All Routesalesmen (including Commercial Routemen) shall attend meetings as scheduled by the Company. Attendance is required of all Routemen at one meeting per month (or 12 meetings per year) if posted by the Company at least 48 hours in advance of the meetings. The Company shall pay the Routemen on an hourly basis to attend the required meetings. Additionally, Routemen may attend company sponsored training, educational opportunities, and sales promotions without additional pay (on their own time); which activities may be held on more frequent basis. Picnics and parties are defined as social events and therefore optional and unpaid. Besides this, the Union shall co-sponsor 2 meetings per year to promote development of salesmanship for the Routemen.

Section 14. Physical: Routemen agree to undergo an annual D.O.T physical to certify his ability to perform the work on the route. The Company shall pay for the physical, which is to be performed by a medical doctor, or related staff. The member shall receive pay for the time involved.

Section 15. Legal Compliance: It is intended that nothing within this Agreement is intended to conflict with the American with Disabilities Act nor the Federal Family and Medical Leave Act of 1993.

ARTICLE XVI - Savings Clause

If any part or provisions of this Agreement shall be declared invalid or inoperative by any competent authority of the Executive, Judicial or Administrative branch of the Federal, State or City governments, the parties hereto shall have the authority and right to suspend the operation of such part or provision during the period of its invalidity. In the event of such a contingency, the parties shall, upon written request by either party, promptly meet and negotiate, and substitute in its place and stead, a new part or provision which will meet the objections to the validity or legality of such former part or provision. This new clause will be in accord with the intent and purpose of such former part or provision insofar as it may be valid and legal. If any part or provision of this Agreement be held invalid by operation of law, or by any tribunal of competent jurisdiction, the remainder of the parts and provisions of this Agreement, or the application of such part or provision to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.

ARTICLE XVIII - Terms of Agreement

The terms of the previous agreement have been honored from April 1, 2010 until acceptance of this Agreement. This Agreement shall be effective from April 1, 2013 with changes taking effect April 1, 2013, and shall continue to remain in full force and effect through Midnight March 31, 2016. If either party desires to amend or cancel this Agreement at said expiration date, it shall give written notice to the other at least sixty (60) days prior to said expiration date. In the absence of such notice, this Agreement shall automatically renew itself from year to year thereafter, subject to notice of cancellation sixty (60) days prior to any anniversary date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

26th day of JUNE, 2013.

Redacted by U.S. Department
of the Treasury

Department Store, Package, Grocery, Paper House,
Liquor, Meat Drivers, Warehousemen, Bakery, Dry Cleaning,
Laundry and Miscellaneous Sales Routemen and Helpers. Local
Union 955 of the I.B. of T.C.W. of America.

Redacted by U.S. Department
of the Treasury

RECEIVED

JUN 02 2013

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

Between

SUPERIOR MATERIALS, LLC

and

TEAMSTERS LOCAL UNION No. 247
an Affiliate of the International Brotherhood of Teamsters

Effective: April 1, 2014 through and including March 31, 2017

RECEIVED

SEP 11 2014

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of April 2014, by and between SUPERIOR MATERIALS, LLC, its successors and assigns, hereinafter called "the Company", and TEAMSTERS LOCAL UNION No. 247, an affiliate of the International Brotherhood of Teamsters (said Union acting for itself and as agent for and on behalf of each and every one of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called "the Union".

WITNESSTH:

WHEREAS, the parties are desirous of (1) preventing strikes and lockouts and of maintaining satisfactory wage scales, working conditions and hours among the employees of the Company, (2) facilitating the peaceful adjustment of all grievances and controversies which may arise from time to time between the Company and its individual employees or the Union, and (3) encouraging increased efficiency among the employee; and

WHEREAS, the parties recognize the common interest of management and the Union in the success of the business of the Company, and

WHEREAS, the Company, the Union and its members, acting through their duly authorized representatives in conference, and after due consideration, agree as follows:

ARTICLE I Representation

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: for all drivers of transit mix concrete trucks, all transit mix concrete yardmen/endloader operators, including transit mix concrete truck mechanics, maintenance men, advanced mechanics, mechanic helpers, and other types of transit mix yard equipment, who are employed by the Company at its facilities located at 28200 23 Mile Road, New Baltimore, Michigan, 48047; 20565 Hoover Road, Detroit, Michigan, 48205; 8911 W. Jefferson, Detroit, Michigan, 48209; 39001 Huron River Drive, Romulus, Michigan, 48174; and 901 S. Wagner Road, Ann Arbor, Michigan, 48103, but excluding all other employees of the Company, including, but not limited to, the following: supervisory employees, office and clerical. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

B. All present employees who are members of the Union on the effective date of this Section shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter shall on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this

(See Work Rules 5A)

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

Notwithstanding anything herein contained it is agreed that in the event the Company is delinquent at the end of a period in the payment of his/her contribution to the health and welfare fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such fund, after the proper official of the Union has given seven (7) days' notice to the Company in writing of such delinquency in health and welfare payments, and upon refusal of the Company to make the necessary payments immediately, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made and it is further agreed that in the event such action is taken the Company shall be responsible to the employees for losses resulting therefrom. Payments made in error shall be refunded.

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

The Company shall make available to the employee within ten (10) calendar days of the due date information on the contributions made on his/her behalf to the health and welfare fund.

During the life of this Agreement, employees who have established eligibility for health insurance coverage will be eligible for extended coverage to a maximum of six (6) weeks per year (June 1 through May 31). A maximum of three (3) weeks' extended coverage will be provided by the Company followed by a maximum of three (3) weeks' coverage provided by the MCTWF. Employees are not eligible for MCTWF provided extended coverage until they have exhausted the three (3) weeks provided by the Company. There shall be no carryover of unused bank weeks from one (1) year to the next.

ARTICLE XIX Pension

A. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Fund") which shall be jointly established and administered between the Company and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. Effective upon ratification, the Company agrees to pay not more than the following pension contributions (Level 18):

<u>Effective Date:</u>	<u>Amount:</u>
June 1, 2014	\$57.20 per day/max \$286.00 per week
June 1, 2015	\$59.50 per day/max \$297.50 per week
June 1, 2016	\$61.90 per day/max \$309.50 per week

B. The Company's obligation to contribute for each employee after the completion of their probationary period shall be retroactive to the 31st day following their date of hire.

C. In the event the fund seeks to require more in contributions paid by the Company than the rates set forth above in Section A of this Article, the Company shall have the right at the Company's option, of re-opening this Agreement early, on any or all provisions of this Agreement, including what employees may be required to pay by way of premium sharing for any benefits, and any language of this Agreement ("Re-opener Bargaining"), with the only exclusion from the Re-opener Bargaining being the amount of the fund's required contributions as set forth in Section A above. Re-opener bargaining may be initiated by the Company by giving not less than sixty (60) days written notice to the Union, in which event, if such written notice is given by the Company, this Agreement shall be subject to Re-opener Bargaining on the first (1st) Friday following the sixtieth (60th) day after the date of the Company's written notice.

D. Daily pension contributions shall be made for each day in which work is performed. In addition, a contribution will be made for vacation days earned and actually taken, also for holidays which fall within a week in which work is performed and for the period of time the employee is unable to work due to an on-the-job injury. Contributions are to be paid only for days on which an employee's seniority would have permitted him to work and for a maximum of one (1) year from the date the absence from work began. These are the only circumstances in which the Company shall be obligated to make a contribution. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provision of this Paragraph. In the event the joint pension plan shall not be established or if the contributions made hereunder shall not be deemed to constitute deductions for the purposes of federal income taxes, this Article shall be re-negotiated.

E. 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 the Plan at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Employer will execute a Participation Agreement with Local #247 and the Trustees of the Plan evidencing employer participation in the Plan effective prior to any employee deferral being received by the Plan.

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

provide separate paycheck deductions so that the Plan may allow after-tax contributions.

ARTICLE XX

Maintenance of Standards

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained as specifically set forth in this Agreement and to change the wages and other conditions of employment during the term of this Agreement whenever change is required by the specific provisions of this Agreement.

ARTICLE XXI

Management Rights

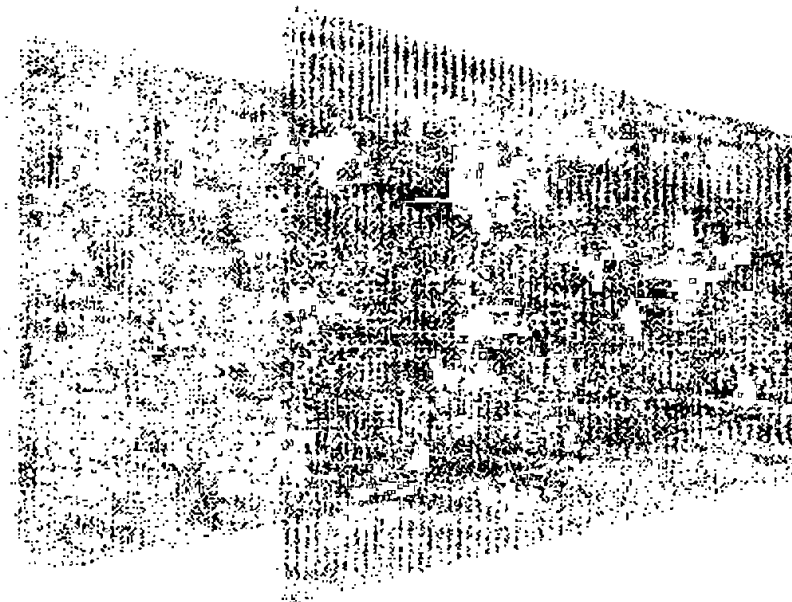
The Union recognizes and agrees that all management rights, powers, authority, and functions, whether hereto or hereafter exercised, and regardless of their frequency or infrequency of their exercise, shall remain vested exclusively in the Company. The management and operation of the plant and the direction of the workforce are vested solely and exclusively in the Company. In recognition of this, it is agreed that those rights and responsibilities which belong solely and exclusively to the Company shall include the planning, direction and control of plant operations; the location, relocation, and sale of any Company facilities, business activities, and plant operations; the scheduling of work and the assignment of employees to such work; the control and regulation of all equipment and other property of the Company and the quality and quantity of work to be produced; the determination of the product to be manufactured; equipment, trucks and machines to be used; and the manpower requirements.

The right to hire and maintain order and efficiency, to discharge for proper cause, to promote and discipline; the quality and quantity of work to be produced and the standards of workmanship; to adopt and enforce reasonable rules of conduct, the right to determine the extent and nature of all equipment (as long as such equipment may be safely operated); the general method of operating its business; the business hours of its establishment; the number of shifts; the maintenance and dispatching of delivery schedule; the standards of workmanship; the assignment and transfer of personnel and work hours thereof; the right to determine the scheduling of work days, and the periods of shut-down for any Company facilities; the right to schedule, change, eliminate, and require overtime work; and the right to establish or change or discontinue incentive or bonus compensation are all recognized by the Union and the employees to be among those rights vested in the Company. Actions taken by the Company under this Section shall be subject to the rights granted to the Union and the employees elsewhere in this Agreement.

By and Between Falcon Cement and Teamsters Local Union No. 247

AGREEMENT

Effective Feb. 1, 2013 - Mar. 31, 2016



RECEIVED

SEP 11 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, A.D. 2013, by and between FALCON CEMENT, located at 3840 Robert, Dearborn, MI 48120, party of the first part, hereinafter termed the Employer, and Teamsters Local Union No. 247, affiliated with the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the Union.

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

ARTICLE I SCOPE OF AGREEMENT

Section 1. This Agreement shall be applicable to all employees engaged in the transportation of aggregates of every kind and nature, cinders, clay, sand, gravel, dirty dry or wet batch concrete, mixed or unmixed earth, fill material, borrow material, marl, pebbles, stones, chips and slag. Wages, benefits and jurisdictional provisions provided in the Agreement shall apply to operations in the Counties of Macomb, Monroe, Oakland, Washtenaw and Wayne. It is further understood and agreed that if the Employer does work which is subject to the terms and conditions of a contract having higher scale of wages, that the wages of such contract shall apply while such work is performed.

Section 2. It is understood and agreed between the parties hereto that material hauled to a construction site which is dumped into a moving spreader box, shall be covered by the terms and conditions of this Agreement. Material hauled off from a construction site and asphalt hauled to or from any site shall not be covered by the terms of this Agreement.

ARTICLE II UNION SHOP AND DUES

Section 1. The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. The Employer agrees that any and all employees within the classification of work as herein provided shall be members of the Union in good standing as a condition of continued employment. When the Employer needs additional employees, they shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. If a non-member is hired, they shall work under the provisions of this Agreement, shall make application for membership in the Union, and become a member no later than the thirty-first (31st) day of their employment and shall thereafter maintain membership in good standing in the Union as a condition of continued employment.

Section 3. Contingent upon the ability to retain a qualified casual driver the Employer will allow a one (1) week vacation between April 1 through August 30 for any driver with more than ten (10) years' of service.

Drivers will have to put their request on a vacation request form by April. Determination as to who will get what week will be decided by management, based on work load and seniority.

The casual driver will accrue no seniority and receive no benefits (and be used to fill in for vacation purposes only).

The time must be taken in whole weeks increments from Sunday to Sunday.

If abuses arise, such as general attendance issues, employees may forfeit their next year's vacation.

ARTICLE IX HEALTH AND WELFARE, PENSION, SICK LEAVE AND FUNERAL PROVISIONS

Section 1. Health and Welfare. The Employer shall contribute to the Michigan Conference of Teamsters Welfare Fund (MCTWF) not more than the sums set forth below per week for their SOA Plan 100 health and welfare, dental and optical insurance coverage for each employee covered by this Agreement.

<u>Effective Date:</u>	<u>Amount:</u>	<u>Plan:</u>
February 1, 2013	\$326.20	SOA 100
March 31, 2013	\$372.85	SOA 100
March 30 2014	\$410.75	SOA 100
October 4, 2014	\$405.05	New SOA 110
March 29, 2015	\$429.45	New SOA 110

Contributions to the Plan must be made for each week on each regular employee who has worked more than one (1) day during such work week. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

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 becomes sick or is injured while on layoff, the Employer shall not be liable for health and welfare payments. If an employee is injured on

the job, the Employer shall continue to pay the required contributions, provided the employee is not elsewhere employed, until such employee returns to work; however, such contributions shall not be paid for a period of more than one (1) year. No employee shall be granted a leave of absence until he/she has paid sufficient monies to the MCTWF to cover the required contributions during the period of absence and handed the Employer his/her receipt therefore.

Employees must work in not less than two (2) consecutive weeks after a sick leave has interrupted his/her contributions, to be entitled to a new contribution period for sick leave, if the new absence is due to the same pre-existing illness.

Contributions to be made the MCTWF 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, however, no contribution shall be made for employees on layoff for a full work week, that is from Monday through Saturday except as outlined below.

MCTWF contribution payments shall be paid for employees who work one (1) day per week. 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. There shall be no eligibility penalty for absence due to illness or other reasonable documented excuse.

(See Work Rules 5A)

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

Notwithstanding anything herein contained it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his/her contribution to the MCTWF created under this Agreement, in accordance with the rules and regulations of the Trustees of such fund, after the proper official of the Union has given seven (7) days' notice to the Employer in writing of such delinquency in health and welfare payments, and upon refusal of the Employer to make the necessary payments immediately, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Payments made in error shall be refunded.

The Employer will be assessed ten percent (10%) by the MCTWF for each month that the payments into the MCTWF are delinquent.

The Employer shall make available to the employee within ten (10) calendar days of the due date information on the contributions made on his/her behalf to the MCTWF.

Section 2. Pension. Effective February 1, 2014 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each regular employee covered by this Agreement who has completed the probationary period, as follows:

<u>Effective Date:</u>	<u>Amount for Each Day Worked:</u>
2/1/13	\$27.70
5/1/13	\$28.80
5/1/14	\$30.00
5/1/15	\$31.20

Contributions to the pension fund must be made for each week on each regular employee who has worked more than one (1) day during such work week, provided the employee is available for work on all work days during such work week. This is modified to provide for court order appearances. Also, employees will be allowed three (3) days during the life of this Agreement, for emergencies. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Notwithstanding anything contained herein, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of contributions to the pension fund, in accordance with the rules and regulations of the trustees of the pension fund, after the proper official of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 3. Sick Leave Rights.

a. In the event of an accident to an employee while on-the-job, the employee will be paid for the balance of his eight (8) hour shift for that day at straight time.

b. The Employer, commencing the fifth (5th) day after the accident occurs, will pay to the employee three (3) days' pay at their straight-time rate, that is, twenty-four (24) hours of straight-time pay, less such sums of money received by the employee from any health and accident policy held by the employee or covering the employee by the Employer, and/or any amounts received by the employee by way of Michigan Compensation Commission payments.

c. This accident payment plan shall apply only to those employees holding one (1) or more years' seniority with the Employer and shall be non-cumulative, but shall be based on three (3) days straight-time pay for each six (6) months worked.

Section 4. Death Benefits. In the event of a member of the employee's immediate family, that is, the employee's mother, father, brother, sister, legal spouse or child, the employee shall receive two (2) days of either (8) hours straight-time, regardless of the day of death or day of the funeral, and one (1) day off for purposes of attending said funeral.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS LOCAL 332 AFFILIATED

WITH THE INTERNATIONAL

BROTHERHOOD OF TEAMSTERS

AND

SUPERIOR MATERIALS, LLC.
(REDI-MIX EMPLOYEES)

EFFECTIVE DATES:

APRIL 29, 2013 - APRIL 28, 2016

RECEIVED

OCT 31 2013

**CONTRACT
DEPARTMENT**

SUPERIOR MATERIALS, LLC.

AGREEMENT (REDI-MIX)

FLINT, MICHIGAN

THIS AGREEMENT, made and entered into this 29th day of April A.D., 2013 by and between SUPERIOR MATERIALS, LLC., 30701 West 10 Mile Road, Suite 500, Farmington Hills, MI. 48336, with Plants located at G-5300 N. Dort Hwy., Flint, Michigan 48505, 261 Lake Nepessing Road, Lapeer, MI 48446, and 7603 W. Saginaw Road, Vassar, MI 48766, party of the first part and hereinafter termed the Employer, and TEAMSTERS LOCAL UNION NO. 332, Affiliated with the International Brotherhood of Teamsters, located at 1502 South Dort Highway, Flint, Michigan party of the second part, hereinafter called the Union. The Company and Union agree that if the Holly plant located on Hawley Road re-opens it will become part of this agreement and will be subject to all of the terms and conditions as all other locations.

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

WITNESSETH:

ARTICLE 1
RECOGNITION, UNION SHOP AND DUES

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

Section 2. All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement or the date of the execution of this Agreement, whichever is the later. No portion of this Article that is illegal to enforce will not be enforced.

Section 2. 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, assessments and/or initiation fees of the Union and pay such amount deducted to the Union for each and every

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, or any ninety (90) days of any subsequent contract year.

ARTICLE 17

GENERAL

Section 1. The Employer agrees that it will allow the proper accredited representatives of the Union access to the Plant or warehouse at any time for the purpose of policing the terms and conditions of this Agreement.

Section 2. The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance. The Union shall provide a three (3) work day notice of this request.

Section 3. It is agreed that if the Company signature to this Agreement ceases to do business by closing its business. In that the company reopens for business within two (2) years the employees will retain their seniority rights for two (2) years. Further, this agreed language applied from the date of acceptance by employees and is not retroactive to any other contract agreement.

Section 4. Employees will not be allowed to work with restrictions or on a restricted basis except while on worker's compensation. Employees will be brought in to work restricted duty in their company seniority order. However, this will not restrict an employee from working with a disability pursuant to Federal or State laws including those disabilities under the Americans with Disabilities Act & Michigan Handicappers Act which shall be reasonably accommodated in order to return to work all employees need a full release from your doctor. If an employee is absent and has a doctors excuse it must include a diagnosis and prognosis to be a valid excuse.

ARTICLE 18

PENSIONS

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, a contribution of:

4-29-13 - \$52.90 per day
4-29-14 - \$56.10 per day
4-29-15 - \$59.50 per day

The parties agree that in the event that an individual employed on a seasonal 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 to maximum of five (5) days per week for the term of this contract.

In the event that the Pension Fund requests a special assessment, or a contribution surcharge of any kind, due to the Pension Fund being in the "endangered zone" (yellow zone) or "critical zone" (red zone) status, the Company, with proper notification, shall have the option of re-opening this Agreement on this provision only. Re-opener bargaining may be initiated by the Company by giving not less than sixty (60) days written notice to the union, in which event, if such written notice is given by the Company, this Agreement shall be subject to Re-opener bargaining on the first Monday following the sixtieth (60th) day after the date of the Company's written notice."

All further legal language needed to be worked out will be finalized at a later date to concur with ERISA. All payments to the Central States Southeast & Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept. 10291, Palatine, Illinois 60055-0291 -Account 7000.

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

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

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

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

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

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

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

ARTICLE 19 **HEALTH AND WELFARE**

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (Plan ENA-AVR-3GT) for each employee covered by this Agreement who is on the regular seniority list, and who works or is compensated for any portion of the contribution week (paid holidays are not considered as days worked and paid show-up time shall not be considered as time worked), unless otherwise specified in Schedule "A" attached, a contribution of:

	Company Contribution/Week	Employee Contribution/Week
Effective 3-31-13	\$356.40	\$20
Effective 3-30-14	\$382.35	\$20
Effective 3-29-15	\$402.95	\$20

The employee contribution amounts set forth above will be payroll deducted on a pre-tax basis as applicable by law.

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 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 provisions of this contract.

All other employees who do not work any part of the week and wish to keep their Health And Welfare contributions current must make suitable arrangements for payment for the week in question. Proven bona-fide illness will be the exception, as provided below.

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 proven extended 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.

SUPERIOR MATERIALS, LLC.
MATERIAL HANDLERS
AGREEMENT WITH THE
TEAMSTERS LOCAL NO. 332
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE: APRIL 1, 2015
EXPIRATION: MARCH 31, 2018

RECEIVED
MAY 06 2015
CONTRACT
DEPARTMENT

SUPERIOR MATERIALS, LLC.
MATERIAL HANDLERS

FLINT, MICHIGAN

THIS AGREEMENT, made and entered into this 1st day of April A.D., 2015 by and between SUPERIOR MATERIALS, LLC., located at G-5300 N. Dort Hwy, Flint, Michigan 48505, party of the first part and hereinafter termed the Employer, and TEAMSTERS LOCAL NO. 332 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 1502 South Dort Highway, Flint, Michigan party of the second part, hereinafter called the Union.

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

WITNESSETH:

ARTICLE 1 RECOGNITION, UNION SHOP AND DUES

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

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

Section 3. When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 4.

- A. The Employer agrees to deduct from the pay on the first pay period of each month of each employee the applicable dues required by this Article and pay such amount deducted to the union for each and every employee working in the classification herein after set forth, provided, however, that the union presents to the employer authorization, signed by such employee, allowing such deduction and payments to the union. Initiation fees, costs of transfer and arrearages will be deducted on the second pay period at a rate of twenty (\$20) per month until the member is current. Payment will be made to the union within seven (7) days of the deductions for both processes.

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 is such error is corrected within ninety (90) days from the date of error, or any ninety (90) days of any subsequent contract year.

ARTICLE 17

GENERAL

Section 1. The Employer agrees that it will allow the proper accredited representatives of the Union access to the Plant or warehouse at any time for the purpose of policing the terms and conditions of this Agreement.

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

Section 3. It is agreed that if the Company signature to this Agreement ceases to do business by closing its business, the employees will retain their seniority rights for two (2) years, and in the event that the Company is re-opened for business within said two (2) years.

Further, this agreed language applied from the date of acceptance by employees and is not retroactive to any other contract agreement.

ARTICLE 18

PENSIONS

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time or seasonal employee covered by this collective bargaining agreement after the employee has been on the Employer's payroll for forty-five calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked. In the event that any part-time or seasonal employee works 1,000 hours or more in any 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 or non-seasonal employees.

The Employer agrees to make contributions according to the following schedule:

Effective 4/1/15	\$120.80 per week
Effective 4/1/16	\$125.60 per week
Effective 4/1/17	\$130.60 per week

In the event that the Pension Fund requests a special assessment, or a contribution surcharge of any kind, due to the Pension Fund being in the "endangered zone" (yellow zone) or "critical zone" (red zone) status, the Company, with proper notification, shall have the option of re-opening this Agreement for the purpose of renegotiating the overall compensation package, as bargaining out of the Pension Fund mid-contract is prohibited by Fund policy. Re-opener bargaining may be initiated by the Company by giving not less

than sixty (60) days written notice to the Union, in which event, if such written notice is given by the Company, this Agreement shall be subject to Re-Opener bargaining on the first Monday following the sixtieth (60th) day after the date of the Company's written notice.

All further legal language needed to be worked out will be finalized at a later date to concur with ERISA.

All payments to the Central States Southeast & Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago, Illinois 60609- Account 7000.

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

Employees who work either temporary or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

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

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

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

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

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

By the execution of this agreement, the Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamsters Unions containing

similar provisions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such Trust Agreements hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustee within the scope of their authority.

The Company agrees to set up payroll deduction of a fixed amount which may be put into Genesee First Federal Credit Union for a personal IRA for all regular seniority employees of this Agreement.

ARTICLE 19

HEALTH AND WELFARE

The Employer agrees to pay into the Michigan Conference of Teamster Welfare Fund (Key I Plan) for each employee covered by this Agreement who is on the regular seniority list, and who works or is compensated for any portion of the contribution week, unless otherwise specified in Schedule "A" attachment, a contribution of:

- Effective: 3/29/15 - not to exceed \$401.10 per week with an employee contribution of \$20 per week
- Effective: 4/03/16 - not to exceed \$418.25 per week with an employee contribution of \$25 per week
- Effective: 4/02/17 - not to exceed \$439.75 per week with an employee contribution of \$30 per week

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

The Contributions shall be made for the period of paid vacations, when an employee is an active employee during the time of vacation, and weeks when work is performed for the Employer but not under the provisions of this contract.

Those employees covered under this Agreement shall have contributions paid by the company as specified above, even though such employee may work only part time. 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 with work performed for the Employer, but not under the provisions 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 proved extended illness 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 employee will have to contact Michigan Conference of Teamsters Health and Welfare Fund for his options and COBRA rights during his period of absence.

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a monthly period in the payment of its contribution to the Health and Welfare Fund in accordance with the rules, the Local Union shall give seventy-two (72) hours' notice to the Employer of such delinquency in the Health and Welfare

original

COLLECTIVE BARGAINING AGREEMENT

between

SUPERIOR MATERIALS, LLC.

and

TEAMSTERS LOCAL UNION NO. 614

an affiliate of

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

May 1, 2015 through April 30, 2018

RECEIVED

AUG 31 2015

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT is made and entered into and effective this 1st day of May 2015, by and between SUPERIOR MATERIALS, LLC, located at; 2470 Auburn Road, Pontiac, Michigan; 6750 Sims Road, Sterling Heights, Michigan; party of the first part, hereinafter termed the "Employer", and LOCAL UNION NO. 614, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at 250 N. Perry, Pontiac, Michigan 48342, party of the second part, hereinafter referred to as the "Union".

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

WITNESSETH:

ARTICLE I RECOGNITION, UNION SHOP AND DUES

Section 1. 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 Local Union NO. 614, affiliated with the International Brotherhood of Teamsters of North America, no later than the 31st day following the beginning of their employment.

These provisions shall be construed to mean that employees shall have no greater obligation than that permitted by Federal Labor Law concerning financial core membership. If any provision is held unlawful by a court or an administrative agency of competent jurisdiction, the remainder of the provision shall be deemed severable and continue to obligate employees to pay the dues and initiation fees that may be required of financial core membership. The Union and Company agree not to enforce the Union Security Clause unless or until it is legal to do so.

Section 2. The Employer agrees that as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing in Local Union No. 614 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. The probationary period for drivers shall be sixty (60) days worked and ninety (90) for mechanics and garage employees. Pension and Holidays shall be paid an employee after thirty-one (31) days. Employees will be eligible for health and welfare benefits on the day following completion of their probationary period. Union dues and initiation fee will be paid by the employee in accordance with the provisions of

- B. Sexual Harassment: The Company and the Union shall not permit sexual harassment because it is intimidating, an abuse of power, and unlawful. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment can take the forms of:
1. Sexual conduct that interferes with another person's work performance or creates an intimidating, hostile or offensive work environment.
 2. Personnel decisions (e.g. promotions, raises, scheduling) made by a supervisor or boss based on the employee's submission to or rejection of sexual advance.
 3. Submission to a sexual advance used as a condition of keeping or getting a job, whether express in explicit or implicit terms.
- C. Reporting Discrimination or Harassment: Any employee who feels subjected to discrimination or harassment should immediately report it to any of the following individuals: the employee's immediate supervisor, or a manager or officer of the Company, or the Company's Regional Manager. The employee may also report any alleged discrimination or harassment to their Union representative, who shall direct the employee to report to Management. Such reports will be investigated promptly. If the report has merit, disciplinary action will be taken against the offender. Depending on the severity of the misconduct, the disciplinary action could range from a warning to discharge.

ARTICLE XIII MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to hours of work, overtime differentials and general working conditions 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, and it is further provided that payment of bonus rates above the agreed minimum may be on a weekly, monthly, or quarterly basis.

It is agreed that the provision of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying there terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Further, provided that any section or part of existing agreements may be changes by subsequent contract negotiations or changes provided in new collective bargaining agreements or by law.

ARTICLE XIV HEALTH, WELFARE AND PENSION

The Company agrees to continue to pay in full on the employees' behalf the Key 1 Plan of the Michigan Conference of Teamsters Health & Welfare Fund.

<u>Effective Date</u>	<u>Total Contribution – Key 1 Plan 112</u>	
	<u>Company Contribution/Week</u>	<u>Employee Contribution/Week</u>
03/29/2015	\$401.10	\$35.00
04/03/2016	\$418.25	\$35.00
4/02/2017	\$439.75	\$35.00
4/01/2018	\$435.75	\$35.00

The Company agrees to continue to pay in full on the employees' behalf the appropriate contributions to the Central States, Southeast and Southwest Areas Pension Fund.

Effective June 1, 2012	\$59.50 for each day paid
Effective June 1, 2013	\$61.90 for each day paid
Effective June 1, 2014	\$64.40 for each day paid

The Company agrees to pay the 8% Pension Fund increase identified in the Fund notice dated January 16, 2007 on each anniversary date of the Agreement through the term of this agreement.

All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within ten (10) days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago, Illinois 60909, Account No. 7000.

The Health and Welfare Plan will be covered by the Company for each week on each non-probationary 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, provided, however the employee must work one or more days in a calendar week if work is available and they are available for the balance of the week which includes any required Saturday work, unless excused because of proven illness or time off is mutually agreed to.

In addition, the Company agrees to provide to each member in good standing four (4) bank weeks per contract year provided the employee makes his or her weekly contribution.

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 will continue to make the required contributions to the Health & Welfare Fund for a period of four (4) weeks and to the Pension Fund for a period of six (6) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however such contributions shall not be paid for a period of more than twelve (12) months.

If 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 in 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 their contributions to the Pension Funds in accordance with the rules and regulations of the Trustees of such Funds, and after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in the Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Health Care Plan 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 XV FUNERAL PAY

If an employee attends the funeral of one of the relative listed below, the employer will pay the balance of the day of death plus a maximum of twenty-four (24) hours pay, at straight time, exclusive of premiums, for scheduled working time which is lost as result of such attendance:

Wife, Husband, Son, Daughter, Father, Mother, Brother, Sister, Grandmother or Grandfather.

If any employee attends the funeral of his mother-in-law or father-in-law, the employer will pay a maximum of eight (8) hours pay at straight time, exclusive of premiums for scheduled working time which is lost as a result of such attendance.

An employee who fails to attend the funeral of such relative shall be ineligible for the above benefit.

ARTICLE XVI PAID FOR TIME

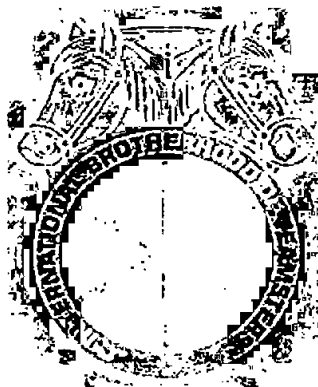
Section 1. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time they are 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

Agreement
Between
Swansea Building Products Corporation

AND

Teamsters, Automotive, Petroleum and Allied Trades

Local Union NO. 50



March 1st, 2012 – February 28th, 2015

RECEIVED

MAY 30 2012

**CONTRACT
DEPARTMENT**

SWANSEA BUILDING PRODUCTS/EAST ST. LOUIS

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into by and between SWANSEA BUILDING PRODUCTS EAST ST. LOUIS, ILLINOIS, hereinafter called the "Company" and TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50, Belleville, Illinois affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union".

ARTICLE NO. I - RECOGNITION

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

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

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

Section 4. The Company agrees that it will not sponsor or promote, financially or otherwise, any group 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 NO. II - UNION SECURITY

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first day following the execution date of this Agreement.

Section 2. 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

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 contributions for a period of four (4) weeks.

Section 4. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee return to work; however, such contributions shall not be paid for a period of more than six (6) months. Extra drivers and helpers must have had six (6) months employment in any one year to be covered by the provisions of this Article.

ARTICLE NO. XVI – PENSION

Section 1. Effective March 1, 2012, the Employer shall contribute to the Central States, Southwest and Southeast 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 is a regular employee for thirty (30) days or more. This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. This fund shall be paid for each employee who has worked a total of one (1) day in any one week.

Effective March 1, 2013, the contribution rate shall be One Hundred Thirty Eight Dollars and Ten Cents (\$138.10) per week per employee.

Effective March 1, 2014, the contribution rate shall be One Hundred Forty Three Dollars and Sixty Cents (\$143.60) per week per employee.

Section 2. Welfare Delinquency – Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period on the payment of his contribution to any medical, health and welfare or pension fund created under this contract, in accordance with the rules and regulations of the Trustees of such funds, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in medical, health and welfare, and pension payments, shall have the right to take such action as they deem necessary, including strike action, until such delinquent payments are made. It is further agreed that in the event such action is taken it shall not constitute a violation of this Agreement. The Employer shall be responsible to the employees for losses resulting there from.

ARTICLE NO. XVII – FUNERAL LEAVE

The Employer agrees to pay regular employees for three (3) days at straight time pay to attend a funeral of their immediate family, which is defined as mother, father, spouse and children and the Employer agrees to pay one (1) day for sister, brother, step-children, grandparents, mother-in-law and father-in-law. Hours paid for bereavement leave will be counted as hours worked for the purpose of computing vacations.

AGREEMENT

SystemAire, Inc.

HEATING AND SHEET METAL

PLAN 1

MARCH 20, 2013 THRU MARCH 19, 2016

INDEX OF ARTICLES

		PAGE(S)
ARTICLE I	RECOGNITION	2 & 3
ARTICLE II	REPRESENTATION	3
ARTICLE III	HOURS OF WORK	3 & 4
ARTICLE IV	WAGES	4 - 6
ARTICLE V	VACATIONS	6 & 7
ARTICLE VI	SENIORITY	7 & 8
ARTICLE VII	HEALTH AND WELFARE PLAN I	8 & 9
ARTICLE VIII	PENSION	9 & 10
ARTICLE IX	GRIEVANCE PROCEDURE	10 & 11
ARTICLE X	JURY DUTY	11
ARTICLE XI	MISCELLANEOUS PROVISIONS	11 & 12
ARTICLE XII	WORK ASSIGNMENTS	12
ARTICLE XIII	SICK LEAVE	13
ARTICLE XIV	PICKETING CLAUSE	13
ARTICLE XV	SEPARABILITY AND SAVINGS CLAUSE	13 & 14
ARTICLE XVI	UNAUTHORIZED ACTIVITY CLAUSE	14
ARTICLE XVII	JOB LABOR STANDARDS AND JOB SECURITY	14 & 15
ARTICLE XVIII	REOPENING CLAUSE	15
ARTICLE XIX	DRIVE AUTHORIZATION & DEDUCTION	15
ARTICLE XX	MANAGEMENT RIGHTS	15 & 16
ARTICLE XXI	DURATION OF AGREEMENT	16

TEAMSTERS LOCAL UNION NO.682

5730 ELIZABETH AVE.

ST. LOUIS, MO. 63110

314.647-8350

RECEIVED

DEC 13 2013

CONTRACT
DEPARTMENT

AGREEMENT
HEATING AND SHEET METAL

PLAN 1

MARCH 20, 2013 THRU MARCH 19, 2016

THIS AGREEMENT, DATED THE 20TH DAY OF MARCH, 2013, BY AND BETWEEN SystemAire, Inc., LOCATED IN ST. LOUIS, MISSOURI, HEREINAFTER CALLED THE "COMPANY", PARTY OF THE FIRST PART, AND LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, OR ITS SUCCESSORS, PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "UNION", FOR THE PURPOSE OF ESTABLISHING RATES OF PAY WAGES, HOURS OF WORK, AND CONDITIONS OF EMPLOYMENT TO BE OBSERVED BETWEEN THE PARTIES HERETO.

ARTICLE I - RECOGNITION

SECTION 1. THE COMPANY AGREES TO RECOGNIZE, AND DOES HEREBY RECOGNIZE, THE UNION, ITS AGENTS REPRESENTATIVES, OR SUCCESSORS, AS THE EXCLUSIVE BARGAINING AGENCY FOR ALL OF THE EMPLOYEES OF THE COMPANY AS HEREIN DEFINED.

SECTION 2. THE TERM "EMPLOYEE" AS USED IN THIS AGREEMENT SHALL MEAN ALL CHAUFFEURS AND CHAUFFEURS' HELPERS.

SECTION 3. THE COMPANY WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 4. THE COMPANY AGREES THAT IT WILL NOT SPONSOR OR PROMOTE, FINANCIALLY OR OTHERWISE, ANY GROUP OR LABOR ORGANIZATION, FOR THE PURPOSE OF UNDERMINING THE UNION; NOR WILL IT INTERFERE WITH, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST ANY OF ITS EMPLOYEES IN CONNECTION WITH THEIR MEMBERSHIP IN THE UNION.

SECTION 5. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT, ALL PERSONS WHO ARE HEREAFTER EMPLOYED BY THE COMPANY IN THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT SHALL BECOME MEMBERS OF THE UNION NOT LATER THAN THE THIRTIETH DAY FOLLOWING THE BEGINNING OF THEIR EMPLOYMENT; THAT THE CONTINUED EMPLOYMENT BY THE COMPANY IN SAID UNIT OF PERSONS WHO ARE ALREADY MEMBERS IN GOOD STANDING OF THE UNION SHALL BE CONDITIONED UPON THOSE PERSONS CONTINUING THEIR PAYMENT OF THE PERIODIC DUES OF THE UNION; AND THAT THE CONTINUED EMPLOYMENT OF PERSONS WHO WERE IN THE EMPLOYMENT OF THE EMPLOYER PRIOR TO THE DATE OF THIS AGREEMENT AND WHO ARE NOT NOW MEMBERS OF THE UNION, SHALL BE CONDITIONED UPON THOSE PERSONS BECOMING MEMBERS OF THE UNION NOT LATER THAN THE THIRTIETH DAY FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT. THE FAILURE OF ANY PERSONS TO BECOME A MEMBER OF THE UNION AT SUCH TIME SHALL OBLIGATE

IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL PAY THE REQUIRED CONTRIBUTIONS AFTER THE PLAN COVERAGE RUNS OUT, FOR A PERIOD OF UP TO SIX (6) MONTHS.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED IT IS AGREED THAT IN THE EVENT ANY EMPLOYER IS DELINQUENT AT THE END OF A PERIOD ON THE PAYMENT OF HIS CONTRIBUTION TO THE HEALTH AND WELFARE FUND CREATED UNDER THIS CONTRACT, IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TRUSTEES OF SUCH FUNDS, THE EMPLOYERS OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE LOCAL UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE TO THE EMPLOYER OF SUCH DELINQUENCY IN HEALTH AND WELFARE PAYMENTS, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS THEY DEEM NECESSARY UNTIL SUCH DELINQUENT PAYMENTS ARE MADE, AND IT IS FURTHER AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE EMPLOYER SHALL BE RESPONSIBLE TO THE EMPLOYEES FOR LOSSES RESULTING THERE FROM.

ARTICLE VIII - PENSION

EFFECTIVE MARCH 20, 2013 THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWO HUNDRED SIXTY EIGHT DOLLARS AND EIGHTY CENTS (\$268.80) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. THIS CONTRIBUTION SHALL BE MADE FOR ANY PAYROLL WEEK DURING WHICH THE EMPLOYEES RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES, HOLIDAY PAY OR VACATION PAY. ALL YEARLY INCREASES WILL BE DEDUCTED FROM THE EMPLOYEES WAGE RATE INCREASE TO COVER THESE COSTS.

CONTRIBUTION SCHEDULE INCREASES FOR:

- 2013 - TWO HUNDRED SIXTY EIGHT DOLLARS AND EIGHTY CENTS (\$268.80)
- 2014 - TWO HUNDRED SEVENTY NINE DOLLARS AND SIXTY CENTS (\$279.60)
- 2015 - TWO HUNDRED NINETY DOLLARS AND EIGHTY CENTS (\$290.80)

IF THE CENTRAL STATES PENSION FUND ADOPTS AN HOURLY CONTRIBUTION RATE DURING THE TERM OF THIS CONTRACT, THE ASSOCIATION/UNION HAS THE OPTION OF CHANGING TO AN HOURLY CONTRIBUTION RATE OR REMAINING WITH A WEEKLY CONTRIBUTION RATE.

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

IF AN EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND IS NOT ABLE TO WORK, THE EMPLOYER IS NOT OBLIGATED TO MAKE CONTRIBUTIONS ON BEHALF OF THE EMPLOYEE.

IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK:

HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS.

IF AN EMPLOYEE ELECTS TO TAKE A LEAVE-OF-ABSENCE, AND IF SO GRANTED BY THE EMPLOYER, IT IS UP TO THE EMPLOYEE TO TAKE THE INITIATIVE AND PROVIDE SUFFICIENT MONIES FOR THE EMPLOYER TO PAY THE ELECTED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED IT IS AGREED THAT IN THE EVENT ANY EMPLOYER IS DELINQUENT AT THE END OF A PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE PENSION FUND CREATED UNDER THIS CONTRACT, IN 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 IX - GRIEVANCE PROCEDURE

SHOULD DIFFERENCES ARISE BETWEEN THE COMPANY AND THE UNION OR ANY EMPLOYEE OF THE COMPANY AS TO THE MEANING OR APPLICATION OF THE PROVISIONS OF THIS AGREEMENT, SUCH DIFFERENCES SHALL BE SETTLED IN THE FOLLOWING MANNER:

SECTION 1. THE AGGRIEVED EMPLOYEE OR EMPLOYEES SHALL FIRST TAKE THE MATTER UP WITH THE SHOP STEWARD WHO IN TURN WILL TAKE THE GRIEVANCE UP WITH THE FOREMAN IN CHARGE. EMPLOYEES SHALL HAVE THE SHOP STEWARD PRESENT ON ANY GRIEVANCE. IF A SATISFACTORY SETTLEMENT IS NOT EFFECTED WITH THE FOREMAN WITHIN ONE (1) WORKING DAY, THE EMPLOYEE SHALL SUBMIT SUCH GRIEVANCE TO THE UNION IN WRITING, WITHIN TEN (10) WORKING DAYS OF ITS OCCURRENCE OR KNOWLEDGE THEREOF.

SECTION 2. IF NO SATISFACTORY ADJUSTMENT IS AGREED UPON THE MATTER SHALL BE REFERRED BY THE UNION TO THE GENERAL MANAGER OF THE COMPANY OR SOME OTHER EXECUTIVE OFFICER OF THE COMPANY WITH AUTHORITY TO ACT, WHO SHALL REVIEW THE ALLEGED GRIEVANCE AND OFFER A DECISION WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF SAME.

SECTION 3. IF THE GRIEVANCE HAS NOT BEEN SETTLED AS A RESULT OF THE FOREGOING, THE UNION OR THE COMPANY MAY SUBMIT IT TO ARBITRATION BY NOTIFYING THE OTHER IN WRITING WITHIN TEN (10) DAYS AFTER THE COMPANY'S DECISION IN SECTION 2 ABOVE. THE COMPANY AND THE UNION AGREE TO ACCEPT THE DECISION OF THE MAJORITY OF AN ARBITRATION BOARD CONSISTING OF ONE (1) MEMBER SELECTED BY THE COMPANY AND ONE (1) MEMBER SELECTED BY THE UNION AND THE THIRD SELECTED BY THE TWO ARBITRATORS NOMINATED AS ABOVE. IT SHALL BE INCUMBENT UPON BOTH

TKO INSTALLATIONS
ACCOUNT NO.: 7766280-0107-00727-A

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement, including temporary, casual, and irregular employees, after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

Redacted by U.S. Department
of the Treasury

By

Ti

Date:

7/21/11

LOCAL UNION NO. 777

Redacted by U.S. Department
of the Treasury

By

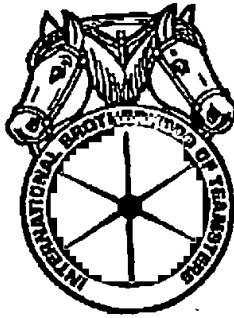
Ti

Date:

7/26/11

FEB-25-2011(FRI) 11:21

P. 002/014



TEAMSTERS LOCAL 727

AGREEMENT

TKO INSTALLATIONS

September 15, 2010 - August 31, 2013

RECEIVED

FEB 28 2011

**CONTRACT
DEPARTMENT**

FEB-25-2011(FRI) 11:21

P. 004/014

AGREEMENT

AUTO LIVERY CHAUFFEURS, EMBALMERS, FUNERAL DIRECTORS, APPRENTICES, AMBULANCE DRIVERS AND HELPERS, TAXICAB DRIVERS, MISCELLANEOUS GARAGE EMPLOYEES, CAR WASHERS, POLISHERS AND WASHRACK ATTENDANTS, MOTION PICTURE, THEATRICAL, EXPOSITION, CONVENTION AND TRADE SHOW EMPLOYEES, PHARMACISTS, BUS DRIVERS, PARKING LOT ATTENDANTS AND HIKERS, HOTEL INDUSTRY AND RACETRACK INDUSTRY EMPLOYEES UNION LOCAL NO. 727.

THIS AGREEMENT is made and entered into this 15th day of September, 2010, by and between TKO Installations, 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, POLISHERS AND WASHRACK ATTENDANTS, MOTION PICTURE, THEATRICAL, EXPOSITION, CONVENTION AND TRADE SHOW EMPLOYEES, PHARMACISTS, BUS DRIVERS, PARKING LOT ATTENDANTS AND HIKERS, HOTEL INDUSTRY AND RACETRACK INDUSTRY EMPLOYEES UNION LOCAL NO. 727, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION".

ARTICLE 1 - RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining for all of its full-time and regular part-time employees. For unloading, loading, delivery and installation of physical bank related equipment, i.e.; including but not limited to, ATM machines, bullet resistant window assemblies, transaction drawers, night depositories, safes and safe deposit boxes up to 3500 pounds except where special needs arise including hoisting, cranes, gantries, etc. With the exception of under counter, local work, drive up systems or alarm and video systems, excluding temporary, casual or irregular employees, clerical employees, guards and supervisors as defined in the National Labor Relations Act. Although bargaining unit employees may be used on crews performing such work to the extent that they are capable of performing the work.

Section 2. a) In accordance with Section 1 above, temporary, casual or irregular employees may be employed (provided no bargaining unit employees capable of performing the available work are on layoff), but shall not be covered by this Agreement or represented by the Union for any purpose. However, whenever any such employee has been actively employed for more than 750 hours of work in any consecutive 12 month period, such employee shall become a bargaining unit employee covered by this Agreement effective on the first

FEB-25-2011(FRI) 11:24

P. 011/014

desire to negotiate over the contribution level. In the event the parties cannot agree on a new level of contribution, the Company may upon 30 days' written notice to the Union, terminate this Agreement.

f) Any past reimbursements that may or may not have been owed to the Employer from the Employees under previous collective bargaining agreements shall be considered waived and shall not be sought by the Employer.

ARTICLE 12- PENSION PLAN

(a) The Company agrees during the term of this Agreement to contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund"), and to be bound by the applicable Trust documents and 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 September 1, 2010 - \$ 107.00 per week
Effective September 1, 2011 - \$ 115.60 per week
Effective September 1, 2012 - \$ 124.80 per week

(b) Payments shall be made by check payable to the Pension Fund, together with all required forms, showing computation thereof, all of which shall be delivered to the Pension Fund.

(c) Payments to the Pension Fund shall be made by the Company on a monthly basis on or before the 10th day of the month following that for which payment is being made.

ARTICLE 13 - GRIEVANCES

(a) In the event of any differences arising over the interpretation of this Agreement any employee shall have the right to discuss such differences with his immediate supervisor.

(b) Should they be unable to agree, then the employee may request a meeting between his steward or business representative and a representative of the Company.

Should the parties still disagree, then the Illinois Department of Labor shall appoint a third party to decide the issue.

AGREEMENT

By and Between

**TACONITE TIRE COMPANY, INC.
305 South Hoover Road
Virginia, MN 55792**

and

**TEAMSTERS GENERAL LOCAL UNION NO. 346
Duluth, Minnesota**

**July 1, 2014
through
June 30, 2017**

RECEIVED

JUL 21 2014

**CONTRACT
DEPARTMENT**



AGREEMENT

By and Between

TACONITE TIRE COMPANY, INC.

and

TEAMSTERS GENERAL LOCAL UNION NO. 346

THE **TACONITE TIRE COMPANY, INC.**, located in Virginia, Minnesota, hereinafter referred to as the "Employer", and the **TEAMSTERS GENERAL LOCAL UNION NO. 346** of Duluth, Minnesota, hereinafter referred to as the "Union" agree to be bound by the following:

ARTICLE 1

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

ARTICLE 2

UNION SECURITY AND DUES: All employees covered by this Agreement must be members in good standing of Local Union No. 346. All new employees must become members of the Union upon their thirty-first (31st) day of employment.

CHECKOFF: A. For the convenience of the Local Union and its members, the Employer during the life of this Agreement and subject to all the provisions of this section, shall deduct from the pay of these employees in the bargaining unit who shall execute an assignment and authorization in the form hereinafter provided, all union dues, levied in accordance with the Constitution and By-laws of the Local Union. Further, if at any time during the life of this Agreement, it is finally determined that initiation fees and general assessments may be legally deducted from the pay of those employees in the bargaining unit from whom the Employer holds the aforesaid authorization, the Employer will make such deductions for all initiation fees and general

ARTICLE 20

HEALTH AND WELFARE: The Company agrees to pay the full cost for single coverage of Health and Welfare and Dental Plan in effect at the time of signing this Agreement. This is not to be construed to limiting the Employer to any one carrier. In the event the carrier is changed the insurance, benefits shall be equal or better than the policy presently in effect. During the term of this agreement the Employers' self-insured Dental and Vision Plan shall provide for a maximum Employer reimbursement to eligible employees of six-hundred dollars (\$600) per year for employee only reimbursement.

Health and Welfare benefits shall be maintained without any change for the term of this Agreement except that the employee shall pay the co-pay cost for clinic office visits.

ARTICLE 21

COMPENSATION: If a man is hurt on the job and disability becomes compensable under the Workmen's Compensation Act, the Employer will pay the employee his first week of disability at his full weekly wage if not payable by Workmen's Compensation.

ARTICLE 22

PENSION: Effective July 1, 2014, the Employer shall contribute to the 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 successfully completed their probationary period.

Effective July 1, 2015, the Employer shall contribute to the pension fund the sum of one hundred forty-nine dollars and thirty-cents (\$149.30) per week for each employee covered by this Agreement who has successfully completed their probationary period.

Effective July 1, 2016, the Employer shall contribute to the pension fund the sum of one hundred fifty-five dollars and thirty-cents (\$155.30) per week for each employee covered by this Agreement who has successfully completed their probationary period.

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

By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund and to designate the Employer Trustees

under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

ARTICLE 23

FUNERAL LEAVE: The Employer agrees to pay a full-time employees for necessary absence on account of death in the immediate family, for a period of three (3) days at the straight time rate, not to exceed eight (8) hours per day; provided the employee attends the funeral and the compensable day or days off fall within the employee's regularly scheduled workweek. Immediate family shall include spouse, parents or child.

ARTICLE 24

TRANSFER OF TITLE: This Agreement shall be binding upon the parties hereto, their successor, administrators, executors and assigns. In the event a firm subject to this agreement or any part of its operation that is subject to this agreement, 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, lease, etc., a specific provision of this contract 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. 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, if any) shall be liable to the Local Union and 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. The Employer shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the firm covered by this agreement or any part of the operation of such firm. Such notice shall be in writing with a copy to the Local Union at the time the seller, transferor or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

EXHIBIT #1

TACONITE TIRE SERVICE
ACCOUNT NO. 7770810-0105-346A

LETTER OF UNDERSTANDING AND AGREEMENT

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 completed the Employer's probationary period. Each week that such employee performs work or received compensation will require a contribution to Central States Pension Fund on his/her behalf.

With respect to part-time employees, the parties agree that:

In the event that an individual employed on a part-time basis (meaning short term employees whose employment is uncertain or irregular and for a limited or temporary purpose) works 1,000 hours or more in a 12 month period, he will be considered a regular employee for the purposes of participation in Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to Central States Pension Fund in the same manner and amount as required by this contract for regular full-time employees.

TACONITE TIRE SERVICE

By:

Title

Date:

Redacted by U.S. Department
of the Treasury

7-11-14

TEAMSTERS LOCAL NO. 346

By:

Title

Date:

Redacted by U.S. Department
of the Treasury

06-19-2014

REC.

JUL 21 2014

CO. 1000
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TAHER ACQUISITION CORPORATION, Inc.
dba SIGNATURE DINING VENDING
AND**

**ALLIED SALES DRIVERS, AMBULANCE, BEER, BREWERY, GRAIN
ELEVATOR, RETAIL LIQUOR, LIVERY, MALTHOUSE, SPRING
WATER, SOFT DRINKS, TAXICAB, VENDING DRIVERS, HELPERS,
INSIDE EMPLOYEES AND GENERAL WORKERS UNION LOCAL
792**

Effective May 1, 2013 through April 30, 2016

RECEIVED

OCT 14 2013

**CONTRACT
DEPARTMENT**

WORKING AGREEMENT

THIS AGREEMENT is made and entered into by and between Taher Acquisition Corporation, Inc., DBA SIGNATURE DINING, at Minneapolis, Minnesota, party of the first part, hereinafter referred to as the 'Employer,' coming under the jurisdiction of our charter, and the ALLIED SALES DRIVERS, AMBULANCE, BEER, BREWERY, GRAIN ELEVATOR, RETAIL LIQUOR, LIVERY, MALTHOUSE, SPRING WATER, SOFT DRINKS, TAXI CAB, VENDING DRIVERS, HELPERS, INSIDE EMPLOYEES AND GENERAL WORKERS UNION LOCAL 792, hereinafter referred to as the Union, or Local Union No. 792.

ARTICLE I JURISDICTION

Section 1. The Employer agrees to recognize Local Union No. 792 as the sole collective bargaining agent for the employees covered by this agreement.

Section 2. The Employer agrees to notify the Union in writing when a vacancy occurs.

Section 3. All present employees covered by this Agreement shall become members of the Union by not later than the thirty-first (31st) day after execution or effective date of this agreement, whichever is later, and thereafter remain members in good financial standing during the life of this Agreement. All new employees hired hereafter shall become members of said union after completing thirty-one (31) days' employment and shall thereafter remain members in good financial standing. Good financial standing as required herein shall be construed in conformity with applicable law.

Section 4. The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase 'weeks worked' includes any week in which the employee earns a wage and excludes all other weeks. Each month the Employer shall transmit to DRIVE National Headquarters on a monthly basis in one check for the total amount deducted accompanied with the name of each employee, their social security number, and amount deducted. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual expense incurred in administration of the payroll deduction plan.

Section 5. The Employer agrees to deduct from each periods paycheck all union dues, initiation fees and assessments owed to the local union for each employee. Provided the Union informed the company that the employee expressly granted the right to deduct said amounts. Initiation fees shall be deducted in three (3) installments or less according to instructions to the Employer from the Union Steward.

Hourly paid employees will be paid for such leave on the basis of eight (8) times the regular rate of pay for the particular employee. Commission employees will be paid on the basis of 20% of the employee's sales volume for the last full work week prior to the death which will be added to the sales made in the particular week in which the funeral leave is taken.

ARTICLE XIV **PENSION**

This article applies to vending route drives, warehouse, and shop employees. Effective May 1, 2013, the Employer shall contribute to the Central States Teamster Pension Fund the sum of Fifty-seven dollars and seventy cents (\$57.70) per week for each employee, May 1, 2014, the Employer shall contribute Sixty-one dollars and twenty cents (\$61.20) per week for each employee and May 1, 2015 the Employer shall contribute Sixty-four dollars and ninety cents (\$64.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

ARTICLE XV **LABOR-MANAGEMENT COMMITTEE**

The Company may establish a labor-management committee consisting of three (3) members appointed by the Union and three (3) designated by management. The purpose of this committee is to study problems of mutual concern for the benefit of all. The committee will meet at the employer's request.

ARTICLE XVI **NON-DISCRIMINATION**

The Company and Union are committed not to discriminate against any individual or group because of race, color, religion, sex, sexual orientation, national origin, or age.

From:

CENTRAL STATES

To: 18475189788

Fax: 847-518-9773

12/22/2010 12:39

Dec 15 2010 16:52

#704 P.003/003

P.05

THE TAMARKIN COMPANY
ACCOUNT NO.: 7776500-0109-377-A&B

LETTER OF UNDERSTANDING AND AGREEMENT

The parties agree that contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement (including those employed as casuals and part-time casuals, but excluding summer employees as defined in Article III, Section F of the parties' labor agreement) after they have been on the Employer's payroll for thirty (30) calendar days.

The parties agree that in the event that an individual employed as a summer employee (as defined in Article III, Section F of the parties' labor agreement) 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.

THE TAMARKIN COMPANY

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

Title

Date: 12/20/2010

LOCAL UNION NO. 377

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

Title

Date: 12-20-2010

RECEIVED

DEC 22 2010

**CONTRACT
DEPARTMENT**

The **Tamarkin** COMPANY

AGREEMENT
BETWEEN
THE TAMARKIN COMPANY
AND
TEAMSTERS LOCAL 377
May 14, 2010 – May 9, 2015



{A0426778.1}

RECEIVED

AUG 16 2010

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT made and entered into at Youngstown, Ohio, this 9th day of May, 2010, by and between THE TAMARKIN COMPANY of Youngstown, Ohio, hereinafter referred to as the COMPANY, and CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS LOCAL UNION #377, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the UNION.

WITNESSETH THAT:

WHEREAS, the Company and its employees, represented by the Union, desire to enter into an agreement relating to wages, hours, and other conditions of employment which will provide means for harmonious cooperation between them and to that end accomplish fair and peaceful adjustments of all disputes which may arise between them;

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

ARTICLE I - RECOGNITION

- A. The Company recognizes the Union as the exclusive bargaining agent for those employees whose wage rates are specified in Article III hereof with respect to wages, hours, and other terms and conditions of employment. The parties expressly agree that the positions of office employees, salespeople, confidential employees, and supervisors within the meaning of the Act are not covered by this Agreement.
- B. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31) calendar day following the beginning of such employment, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of its members. Those who are not members on the effective date of this Agreement shall on the thirty-first (31) calendar day following the effective date of this Agreement become and remain members of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of its members. It shall also be a condition of employment that all employees hired on or after the effective date who are covered by this Agreement shall, on the thirty-first (31) calendar day following their hire, become and remain members of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of its members. The provisions of this Section shall not apply to any employee covered by this Agreement to whom membership is denied or whose membership is terminated for reasons other than failure to make tender of or failure to make payment of, initiation fees or periodic dues, uniformly required of members as a condition of acquiring and maintaining membership.
- C. The "check-off" system for the payment of employees' initiation fees and monthly dues to

{A0426778.1}

d. These casuals will be eligible for vacations and personal days as provided in the Casual Agreement attached to this Agreement, subject to current contract restrictions.

e. The Company agrees to promote part-time casuals to the regularly scheduled casual list if they will be needed to work in excess of 1,000 hours in the contract year.

E-1. New hires are those employees promoted after May 7, 1994.

E-2. New hires will be covered by all provisions of this Agreement except where specifically noted.

F. Summer employees may be utilized from April 1 through September 15 as well as Thanksgiving and Christmas week and the week prior to each of those holidays, without limitation. They shall join the Union after completing thirty-one (31) work days, but shall not be covered by any of the other provisions of this Agreement except for the wage rate shown in paragraph A of this Article.

ARTICLE IV - PENSION

A. The Company agrees to make contributions to the Central States Southeast and Southwest Area Pension Fund (the "Fund") on behalf of each regular and new hire employee who works one day or more in any given week as follows:

5/14/10 to 5/14/11	\$232.70 per week
5/15/11 to 5/12/12	\$246.70 per week
5/13/12 to 5/11/13	\$259.00 per week
5/12/13 to 5/10/14	\$269.40 per week
5/11/14 to 5/09/15	\$280.20 per week

Pension contributions will be made on behalf of casuals after working 31 days.

Pension contributions shall not be paid for summer employees.

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 this Agreement, the Employer is legally required to increase its contributions to the Pension Plan over that required therein (or the aggregate effect requires additional contributions) due directly or indirectly to any law, regulation or rule, including the Pension Protection Act of 2006, Multi-Employer Pension Plan Amendments Act, as amended, and any successor legislation, then beginning the effective date of the higher contributions, until the date the additional contribution rate ceases, the Employer shall be entitled to reduce the wage rate as set forth in the Agreement by the amount of the

{A0426778.1}

additional Employer contribution rate to the Pension Plan. In no event shall the total wage/fringe benefit package be increased during the term of this Agreement as a result of the foregoing sentence.

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

By the execution of this Agreement, the Company agrees to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the 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.

- C. Pension contributions shall not be made for employees who are absent because of illness, off the job injury, or leave of absence. If an employee is injured on the job, the Company shall continue to pay the required contributions while the employee is unable to work. However, such contributions shall not be paid for a period of more than six (6) months. An employee must return to work for at least 1 month in order to requalify for another 6 months of pension contributions, unless attributable to a new on the job injury. Employees using paid time off (e.g., vacation, personal day) will not be considered back to work for purposes of the one (1) month requirement.
- D. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. If the Company is delinquent, it must also pay all attorneys' fees and costs of collection.

ARTICLE V - WORKING CONDITIONS

- A-1 Regular full-time employees shall be guaranteed 42 hours work per week, provided that they report as scheduled. The Company will have the right at Master Bid to schedule the 9th hours on whichever days it wants the warehouse employees to work. Drivers with guaranteed 42 hours per week will not be scheduled nine (9) hours per day in advance, but will have two (2) floating nine (9) hour days, to fulfill the 42 hour guarantee.

Sixty-five percent (65%) of the full-time (regulars and new hires) warehouse workforce will be scheduled on straight workweeks, and the remaining 35% of the full-time warehouse workforce may be scheduled on split workweeks. An employee must work all of the scheduled hours in the workweek in order to get paid time and one-half for hours worked on a sixth day and double time on a seventh day. Starting times shall be at the discretion of the Company. Time and one-half shall be paid for all hours worked in excess of eight (8) in any one day, or in excess of 40 in any week; however, overtime

{A0426778.1}

AGREEMENT

This Agreement made and entered into this 18th day of December, 2011, by and between PEORIA DISPOSAL COMPANY of Peoria, Illinois, PDC SERVICES, INC. of Peoria, Illinois, and TAZEWELL COUNTY LANDFILL, INC. d/b/a INDIAN CREEK LANDFILL of Hopedale, Illinois, parties of the first part, at times for convenience referred to collectively as "PDC", "the employer", or "the company", and TEAMSTERS, CHAUFFEURS & HELPERS LOCAL UNION NO. 627 of Peoria, Illinois, affiliated with the I.B. of T.C.W. & H. of America, party of the second part.

ARTICLE 1

RECOGNITION

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

Section 2: The term "employee" as used in this Agreement shall include all persons engaged as Commercial (Garbage truck) Drivers; Straight Truck Roll-off Drivers; Local Semi Trailer Drivers; Over-the-road Drivers; Residential Drivers, (Residential Driver is inclusive of refuse, yard waste drivers and recycling collection drivers), Mechanics/Welders; Assistant Mechanic/Welder; Welders; Tire and Grease; Landfill Operator; Landfill Utility Worker; Landfill Mechanic/Welder; Stabilization Operator; Stabilization Mix Laborer; Stabilization Facility Maintenance Worker; and Stabilization Driver.

ARTICLE 2

UNION SHOP AND DUES

Section 1: All persons newly employed by the Employer under the jurisdiction of the Union as hereinafter provided in this Agreement shall become members of the Union the later of the thirty-first (31st) day following the beginning of their employment or thirty-one (31) days after the date of the execution of this Agreement, and shall continue in good standing in the Union as a condition of continued employment. No requirements for maintenance of membership in good standing beyond those provided in the Labor Management Relations Act of 1947, as amended, shall be required by the Union. Any employee not completing his membership in the Union or remaining in good standing in the Union, as

ARTICLE 12

PENSION PLAN

Section 1: An Agreement has been made by and between the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") on the one hand and Peoria Disposal Company, PDC Services, Inc. and Tazewell County Landfill, Inc. (collectively, "PDC") on the other hand, each intending to be legally bound.

Section 2: The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the respective sums as specified in the Agreement made between it and the Central States, Southeast and Southwest Areas Pension Fund the term of this Collective Bargaining Agreement for each employee who has been on the payroll thirty (30) days or more. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Pension Fund's contracts to which Employers who are party to this contract are also parties.

Section 3: If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than 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-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 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 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: PDC understands and agrees that its contributions to the Pension Fund on a per covered employee basis for periods worked or compensated are as follows:

<u>Beginning Date</u>	<u>Weekly Contribution Amount</u>
December 18, 2011	\$115.60
May 1, 2012	\$124.80
May 1, 2013	\$132.30
May 1, 2014	\$140.20
May 1, 2015	\$148.60
May 1, 2016	\$154.54

In addition, it is agreed as follows:

a. PDC's pension contribution obligation under this Article shall cease as a matter of contract and law upon expiration of this collective bargaining agreement on December 17, 2016.

b. Nothing herein prevents the union from bargaining PDC's subsequent participation in the Pension Fund in any renewal agreement and nothing herein shall require PDC to agree to participate in the Pension Fund in any renewal agreement.

c. Upon termination of this Agreement there will be no more contributions required from PDC unless and until a renewal contract is reached requiring such contributions.

Section 7: The Union acknowledges that conditioned upon PDC's full and timely compliance with all of the terms of the aforesaid and referenced Agreement in Section 1, including without limitation, the accuracy of the warranties in Articles 3.1 and 3.2 of the Agreement between the Pension Fund and PDC whereby the Pension Fund releases PDC from the 2011 Withdrawal Liability, and the Pension Fund agrees that PDC shall become a New Employer as defined in the Plan. Nothing in this Agreement releases any other claim of the Pension Fund against PDC or any other party including, without limitation, claims for contributions or withdrawal liability other than the 2011 Withdrawal Liability.

Section 8: Nothing in this Collective Bargaining Agreement is intended to be or shall be construed to be inconsistent with the aforesaid and referenced Agreement in Section 1.

ARTICLE 25

TERMINATION

Section 1: This Agreement shall be effective December 18, 2011 and shall continue in full force and effect until 11:59 p.m., December 17, 2016, and shall continue in force and effect for yearly periods thereafter unless the Employer or the Union shall give notice in writing sixty (60) calendar days prior to December 17, 2016 of its desire to negotiate any changes in this Agreement. Wage increases will be effective on the first payroll period on or after August 28 each year of the contract unless specifically noted to the contrary.

SIGNED FOR THE EMPLOYERS

PEORIA DISPOSAL COMPANY

Redacted by U.S. Department
of the Treasury

By: _____

PDC

Redacted by U.S. Department
of the Treasury

By: _____

**TAZEWELL COUNTY LANDFILL,
INC.**

Redacted by U.S. Department
of the Treasury

By: _____

SIGNED FOR THE UNION

**TEAMSTERS, CHAUFFEURS &
HELPERS LOCAL UNION NO. 627**

Redacted by U.S. Department
of the Treasury

By: _____

By: _____

Its _____

RECEIVED

JUL 02 2013

**CONTRACT
DEPARTMENT**



TECHNICAL PRODUCTS, INC.

AGREEMENT



THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of November 30, 2013, by and between TECHNICAL PRODUCTS, 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 110, 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 2013 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, hourly rate of pay for all hours worked on such Sundays or Holidays, plus 8 hours pay for the Holiday.

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.T.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. Washup 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

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.

Union in any step of the grievance procedure shall be final and binding on the Union, the Employer, and the employees. It is clearly understood that at any stage in this grievance procedure, the Executive Board of the Union has the final authority. In its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

6. Any grievance, dispute, controversy or the like, not filed by a Local Union member with the shop steward or at the local Union office within seven (7) days of the date on which the said grievance, dispute, controversy or the like occurred, shall be irrevocably waived by the said Local Union member.

ARTICLE XV

LIABILITY OF UNION FOR UNAUTHORIZED CONDUCT

1. It is specifically understood and agreed between the parties that the Union shall not be held liable in any manner whatsoever for 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 a Teamsters Joint Council.

ARTICLE XVI - HEALTH AND WELFARE FUND

Effective November 30, 2013, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred five dollars (\$205.00) 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 five dollars (\$205.00) 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 five dollars (\$205.00) 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 five dollars (\$205.00) 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 five dollars (\$205.00) 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 five dollars (\$205.00) 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.

Effective November 30, 2015, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred five dollars (\$205.00) 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 five dollars (\$205.00) 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 five dollars (\$205.00) nor more than two hundred seventy dollars (\$270.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10th of the following month.

Effective November 30, 2016, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred five dollars (\$205.00) 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 five dollars (\$205.00) 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 five dollars (\$205.00) nor more than two hundred eighty-six dollars (\$286.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10th of the following month.

Effective November 30, 2017, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred five dollars (\$205.00) 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 five dollars (\$205.00) 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 five dollars (\$205.00) nor more than three hundred three dollars (\$303.00) 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 & 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, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred fifty-eight dollars and fifty cents (\$258.50) per week for each employee who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2014, the Employer shall contribute to the

Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred seventy-four dollars (\$274.00) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred ninety dollars and forty cents (\$290.40) 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, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of three hundred two dollars (\$302.00) per week for each 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, 2017, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of three hundred fourteen dollars and ten cents (\$314.10) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

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, 2013, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of six dollars (\$6.00) 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 replacement shall be on the basis of forty (40) hours of severance pay (at his straight time hourly rate of pay) for each year of employment.

2. The above described Severance Pay will not be paid to any employee who is offered and accepts equivalent employment with the Company at the same location or with the Company at any location.

3. In the event an eligible employee wishes to remain on the plant seniority list, for the purpose of possible recall, he may elect to defer acceptance of his severance pay for a period of twelve (12) months. At any time during such period, however, he may request his Severance Pay and his seniority shall terminate as of that date. If such employee has not been recalled by the end of such period, he shall be paid his Severance Pay and his seniority shall terminate as of that date.

ARTICLE XXI - PARTIES

This Agreement shall be binding upon the Employer, its successors and assigns, upon his heirs, executors, administrators, personal representatives and assigns. In the event the Employer sells, assigns or otherwise transfers the business of the Company whether by sale of stock or assets or otherwise, during the term of this Agreement, the prospective purchaser shall be informed of this Agreement and the sale made contingent upon his or its agreeing to accept or be bound by its terms. Should Company sell all or a major portion of its assets, effect a consolidation, merger, reorganization or perform any other act which would tend to alter, change or amend Company's present business format, status or entity, 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 signatory 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, 2013, until November 30, 2018, 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, on the 21st day of January, 2014.

RECEIVED

JAN 20 2014

CONTRACT

TELETYPE UNIT, UNION NO. 602

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

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

BY:

01/13/14
cp
sm

AGREEMENT

Between

TECHNISAND, INC.

And

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

November 1, 2013 to November 1, 2016

RECEIVED

MAY 27 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, Made and Entered into by and between TECHNISAND, INC., hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 135, Michigan City, Indiana affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, hereinafter referred to as the "Union".

ARTICLE I **RECOGNITION**

Section 1.01. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employer, located at Bridgman, Michigan, in the job classifications or work categories covered by this Agreement.

Section 1.02. 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 representatives of the Union.

ARTICLE 2 **UNION SHOP AND STEWARDS**

Section 2.01. It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer, in the unit which is subject of this Agreement, shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, that effective on and after the thirty-first (31st) day following the execution date of this Agreement, the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union to such effect, and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing, as required herein, shall upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 2.02. It is understood that the above language of Section 2.01 is only effective to the extent that it is permitted by State and Federal Law.

Section 20.04. By the execution of this Agreement, the Employer authorized 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 20.05. If an employee is absent because of illness or off-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 Indiana Teamsters Health Benefits Fund during such period of absence. Effective November 1, 1985, if an employee is laid off during a calendar year, the Employer shall continue to pay the required contributions into the Indiana Teamsters Health Benefits Fund for a maximum period of six (6) weeks during any Agreement year.

Section 20.06. Contributions to the Indiana Teamsters Health Benefits 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 Benefits 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 21 **PENSION**

Section 21.01. The Employer shall contribute to the Central States Pension Fund for each regular employee covered by this agreement the following rates of contributions :

Effective November 1, 2013	\$147.50
Effective November 1, 2014	\$153.40
Effective November 1, 2015	\$159.50

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.

Section 21.02. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under Agreement or for operations under the Southeast or Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.

Section 21.03. 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 21.04. 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 make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE 22

FUNERAL LEAVE

Section 22.01. In the event of death in the immediate family, that is spouse, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, grandparents, step-children, son-in-law, daughter-in-law, sister-in-law, brother-in-law and grandparents in-law, an employee will be paid a maximum of eight (8) hours times their regular rate for three (3) days, for aunts and uncles one (1) day for the time lost from work in order to make arrangements or to attend the funeral. However, there shall be no funeral pay for Saturdays, Sundays, holidays or vacations should a funeral occur during any of these days.

ARTICLE 23

RESPONSIBILITY OF MANAGEMENT

Section 23.01. The management of the plant, direction of all working forces, and of the affairs of the Employer, including the right to hire, suspend, discipline or discharge for just cause, select employees for promotion to supervisory or other salaried positions, the determination and maintenance of reasonable standards of efficiency in plant operations and the determination of production methods and processes, shall be vested exclusive in the Employer; provided that these rights will not be exercised in violation of any of the terms of this Agreement, and if claim is made that such rights have been violated, the matter shall be processed under the Grievance Procedure herein provided for.

AGREEMENT

effective

June 1, 2014 through May 31, 2017

between

Terminal Steel & Equipment Company

and

TEAMSTERS LOCAL 337



RECEIVED

MAY 29 2014

**CONTRACT
DEPARTMENT**

The International Brotherhood of Teamsters

INTRODUCTION

THIS AGREEMENT, signed this 21 day of May, 2014,
and effective June 1, 2014 by and between

TERMINAL STEEL & EQUIPMENT COMPANY
6561 E. SEVEN MILE ROAD DETROIT MI 48234

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, 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 Union on the effective date of this Agreement or on the date of execution of this union shop agreement, whichever is the later, will remain members of the Union in good standing as a condition of employment.

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

ARTICLE XIV
MAINTENANCE OF STANDARDS

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

ARTICLE XV
GENERAL

Section 1. The Employer agrees that it will allow the proper representatives of the Union access to the plant or warehouse at any time for the purpose of policing the terms and conditions of this Agreement.

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

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

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

ARTICLE XVI
HEALTH AND WELFARE AND PENSION

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

<u>\$315.15</u> per week	Effective <u>May 18, 2014</u>
<u>\$327.20</u> per week	Effective <u>March 29, 2015</u>
<u>\$333.30</u> per week	Effective <u>April 3, 2016</u>

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 beginning

on the 31st day of employment a contribution as follows for the duration of this agreement:

<u>\$116.30 per week</u>	<u>Effective June 1, 2014</u>
<u>\$121.00 per week</u>	<u>Effective June 1, 2015</u>
<u>\$125.80 per week</u>	<u>Effective June 1, 2016</u>

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

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.

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 six (6) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contributions will not be paid for a period of more than 12 months.

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

In those instances where the Employer is involved in 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 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 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.

Agreement

By and BETWEEN

THE CLEVELAND DRAYMEN ASSOCIATION

TESAR INDUSTRIAL CONTRACTORS INC.

AND

**TEAMSTERS UNION LOCAL NO. 407, Affiliated
with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

SEPTEMBER 1, 2014 – AUGUST 31, 2017

RECEIVED

NOV 14 2014

**CONTRACT
DEPARTMENT**

Page 1 of 41

SEPTEMBER 1, 2014 - AUGUST 31, 2017

THIS AGREEMENT made and entered into this first (1st) day of September 2014, by and between the undersigned, THE CLEVELAND DRAYMEN ASSOCIATION, whose members are hereinafter to as the "Employer" and TEAMSTERS UNION LOCAL NO. 407, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

The Cleveland Draymen Association is an association of firms, persons, and corporations engaged in the moving, rigging, and erecting of equipment and machinery in the building and construction industry who have joined together as one group for the purpose of collective bargaining.

The Local is a voluntary organization composed of persons employed in the moving, rigging, and erecting industry, some of whom are employed by the Employer.

The above parties desire to stabilize employment in the said industry, to agree upon wage rates, standards, and conditions of employment, and to eliminate strikes, lockouts, boycotts, stoppages of work, and other forms of industrial disturbances, and do further desire to regulate the mutual relationship between the employers and employees in the industry in this vicinity, with the view of securing harmonious cooperation between them, and with the further view of establishing ways and means for collective bargaining and for settlement of grievances and disputes.

Corporate reorganizations by a signatory Employer occurring during the term of this Agreement shall not relieve the signatory Employer of the obligation of this Agreement during its term.

THEREFORE, the said Employer and the said Local, acting by their duly authorized representatives in conference, and after due consideration and study of the matters hereinafter treated and upon approval of the said employers and employees, hereby agree:

JURISDICTION

The Employer shall assign all of the following building and construction industry work to the Riggers, members of Truck Drivers Union, Local No. 407, who are working under this Movers, Riggers and Erectors Agreement: the operation of all powered industrial lift trucks, carry decks, power gantries, forklifts, mobile lifts, industrial trucks, winches mounted on trucks, tractors, or "cats," and all lifting equipment as defined in, but not limited to OSHA 1910.178 that are used in the rigging, moving, installation and erection of all immobile machinery and equipment that becomes an integral part of the structure on the site of the construction, alteration or repair; the handling of any stock or materials (as in a plant move); and the actual rigging, moving, installation and erection of immobile machinery and equipment that becomes an integral part of the structure or is necessary to the general use of the structure at site of the construction, alteration or

Employers who are delinquent must also pay all attorney fees and costs of collection, and assume any liability for benefits not paid by virtue of their delinquency.

Section 3. PENSION FUND

(a) The pension fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract.

(b) If an employee is absent because of illness or an off-the-job injury (which can be verified by a doctor of hospital statement) and notifies the Employer of such absence, the Employer shall continue to pay the required contributions for the period, if any, necessary to give the employee pension qualifying credit for the year, but such period shall not exceed a total of four (4) weeks from the commencement date of absence.

If any employee is absent due to an on-the-job injury, the Employer shall continue to pay the required contributions for the period, if any, necessary to give the employee pension qualifying credit for the year, but such period shall not exceed a total of fifty-two (52) weeks from the commencement date of absence.

If an employee is granted a leave of absence, such employee shall make arrangements to pay or have paid the required amount of monies to the pension fund for the period of the leave of absence.

(c) Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees of the Central States, Southeast and Southwest Areas Pension Fund, the Fund shall have the right to take such action as it deems necessary until such delinquent contributions are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for any losses resulting therefrom.

(d) The Employer shall make contributions for pension to the Central States, Southeast and Southwest Areas Pension Fund for each regular employee. The daily rate of contributions effective 9/1/2014 is \$56.10 per day; effective 9/1/2015, \$59.50 per day; effective 9/1/2016, \$61.90 per day.

Weekly contributions shall be paid for each employee for such week or weeks while he is on vacation.

Any employee who is not a regular employee shall have pension contributions paid as follows:

Pension - 20% per day paid to Central States, Southeast and Southwest Areas Pension Fund.

(c) Action for delinquent contributions may be instituted by either the Union or Central States, Southeast and Southwest Areas Pension Fund. Employers who are delinquent must also pay all attorneys' fees and costs of collection, and assume any liability for benefits not paid by virtue of their delinquency.

Section 4. DELINQUENT CONTRIBUTIONS

(a) Contributions are due on the fifteenth (15) day of the month for the preceding month, but shall not be deemed delinquent until the last business day of the month in which the contributions are due.

(b) Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contributions to the Central States, Southeast and Southwest Areas Health and Welfare Fund or the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees of the Central States, Southeast and Southwest Areas Health and Welfare Fund or the Central States, Southeast and Southwest Areas Pension Fund, either Fund shall have the right to take such action as they deem necessary until such delinquent contributions are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for any losses resulting therefrom.

(c) Action for delinquent contributions may be instituted by either the Union or either Fund. Employers who are delinquent must also pay all attorneys' fees and costs of collections, and assume any liability for benefits not paid by virtue of their delinquency.

ARTICLE V GENERAL DUTIES OF EMPLOYERS AND EMPLOYEES

Section 1. FURTHER THE CAUSE OF THE INDUSTRY

The Union and the Employers agree that each will do their utmost to further the cause of the industry.

Section 2. EQUIPMENT, ACCIDENTS, REPORTS

(a) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition, including, but not limited to, equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement or basis for discipline where employees refuse to operate such equipment, unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After such equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

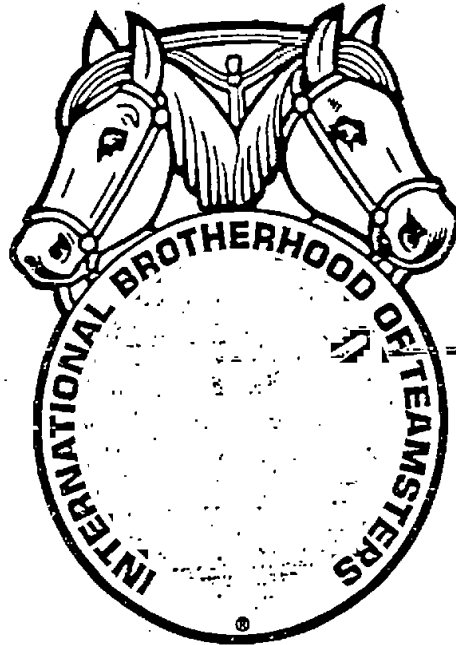
A G R E E M E N T

Between

THEUT PRODUCTS, INC.
ROMEO YARD

And

TEAMSTERS LOCAL UNION NO. 339



Period Covered

April 1, 2008

Thru

March 31, 2012

A G R E E M E N T

THIS AGREEMENT, made and entered into this 9TH day of SEPTEMBER 2008 A.D., 2008 effective April 1, 2008, by and between the THEUT PRODUCTS, INC., - Romeo , party of the first part, and hereinafter termed the Employer, and TEAMSTERS LOCAL UNION NO 339, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 2441 West Water Street, Port Huron, Michigan, hereinafter called the Union.

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

WITNESSETH:

ARTICLE I RECOGNITION AND UNION SHOP

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement, but excluding supervisory employees as defined in the National Labor Relations Act.

Section 2. The Employer agrees that as a condition of continued employment all present and future employees covered by this Agreement shall be required to pay such periodic dues and initiation fees established by Local Union No. 339, an affiliate of the International Brotherhood of Teamsters, as may be required by applicable law, no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this clause, whichever is the later.

When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Employees who are unavailable for work for one (1) day during the week would be required to reimburse the Company within thirty (30) days for the following percentages of the health care premiums paid on their behalf:

<u>Days employee worked during the week</u>	<u>Percentage of co-pay</u>
One (1)	80%
Two (2)	60%
Three (3)	40%
Four (4)	20%

The Company has no obligation or duty hereunder, other than to pay the prescribed sums on the dates due. Payments made in error shall be refunded.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the health and welfare fund for a period of four (4) weeks. If an employee becomes sick or is injured while on layoff, the Company shall not be liable for health and welfare payments. If an employee is injured on the job, the Employer shall continue to pay the required contribution until such employee returns to work, however, such contributions, provided the employee is not elsewhere employed, shall not be paid for a period of more than six (6) months.

If an employee is absent because of military duty, the employer shall continue to pay the required contribution until such employee returns to work or four (4) weeks, whichever is the lesser of the two (2).

Employees must work not less than two (2) consecutive full weeks after a sick leave has interrupted his/her contributions to be entitled to a new contribution period for sick leave.

CLASS 18 PENSION

The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund which shall be jointly established and administered between the Employers and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. All payments into the Central States, Southeastern and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept. 10291,

Palatine, IL 60055-0291. The Company agrees to pay as follows upon completion of the probationary period and retroactive to the 30th calendar day of employment.

<u>Effective Date</u>	<u>Pension Class 18</u>	<u>Amount</u>
April 1, 2008		\$34.00 per day to a weekly maximum amount of \$170.00
April 1, 2009		\$36.70 per day to a weekly maximum amount of \$183.50
April 1, 2010		\$39.60 per day to a weekly maximum amount of \$198.00
April 1, 2011		\$42.80 per day to a weekly maximum amount of \$214.00
April 1, 2012		\$46.20 per day to a weekly maximum amount of \$231.00

For Progression Employees:

The Company agrees to pay not more than the applicable schedule of rates per day, with maximum of five (5) days per week, as published in the Fund's December, 2006 Special Bulletin 2006-4, but at no time higher than the rates set forth above, with progression employees paying a premium share of eight dollars (\$8.00) per day, with a maximum premium share of forty dollars (\$40.00) weekly, which amount the Company is authorized to directly deduct from the progression employee's weekly wages.

In the event the Fund seeks to require more in contributions paid by the Company than the rates set forth above, the Company shall have the right at the Company's option, of re-opening this Agreement early, on any or all provisions of this Agreement, including what employees and Progression Employees may be required to pay by way of premium sharing for any benefits, and any language of this Agreement ("Re-opener Bargaining"), with the only exclusion from the Re-opener Bargaining being the amount of the Fund's required contributions as set forth above. Re-opener Bargaining may be initiated by the Company by giving not less than sixty (60) days written notice to the Union, in which event, if such written notice is given by the Company, this Agreement shall be subject to Re-opener Bargaining on the first (1st) Friday following the sixtieth (60th) day after the date of the Company's written notice.

If an employee is absent 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 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 contribution until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months.

Daily pension contributions shall be made for each day in which a ~~Employee~~ performs work. In addition, a contribution will be made for vacation days earned and actually taken, also for holidays which fall within a week in which work is performed and for the period of time employee is unable to work due to an on-the-job injury. Contributions are to be paid only for days on which employee's seniority would have permitted him to work and for a maximum of ~~six (6)~~ months from the date the absence from work began. These are the only circumstances in which the Company shall be obligated to make a contribution. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provision of this paragraph. The Company shall have no other obligation hereunder than to make the contributions herein called for. In 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.

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

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the health and welfare and/or pension funds in accordance with the rules and regulations of the Trustees of such funds and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the health and welfare and pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. It is agreed that the welfare fund and pension fund will be separately administered each jointly by Employees and Union in compliance with all applicable laws and regulations, both State and Federal.

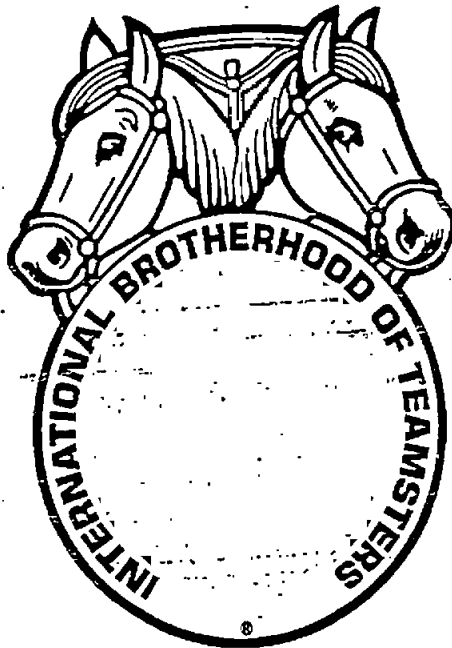
A G R E E M E N T

Between

THEUT PRODUCTS, INC.
MARYSVILLE YARD

And

TEAMSTERS LOCAL UNION NO. 339



Period Covered

April 1, 2008

Thru

March 31, 2013

RECEIVED

SEP 04 2009

CONTRACT
DEPARTMENT

A G R E E M E N T

THIS AGREEMENT, made and entered into this 9th day of SEPTEMBER A.D., 2008 effective April 1, 2008, by and between the **THEUT PRODUCTS, INC., - Marysville**, party of the first part, and hereinafter termed the Employer, and **TEAMSTERS LOCAL UNION NO 339**, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 2441 West Water Street, Port Huron, Michigan, hereinafter called the Union.

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

WITNESSETH:

ARTICLE I RECOGNITION AND UNION SHOP

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement, but excluding supervisory employees as defined in the National Labor Relations Act.

Section 2. The Employer agrees that as a condition of continued employment all present and future employees covered by this Agreement shall be required to pay such periodic dues and initiation fees established by Local Union No. 339, an affiliate of the International Brotherhood of Teamsters, as may be required by applicable law, no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this clause, whichever is the later.

When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

thirty (30) days for the following percentages of the health care premiums paid on their behalf.

<u>Days employee worked during the week</u>	<u>Percentage of co-pay</u>
One (1)	80%
Two (2)	60%
Three (3)	40%
Four (4)	20%

The Company has no obligation or duty hereunder other than to pay the prescribed sums on the dates due. Payments made in error shall be refunded.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the health and welfare fund for a period of four (4) weeks. If an employee becomes sick or is injured while on layoff, the Company shall not be liable for health and welfare payments. If an employee is injured on the job, the Employer shall continue to pay the required contribution until such employee returns to work, however, such contributions, provided the employee is not elsewhere employed, shall not be paid for a period of more than six (6) months.

If an employee is absent because of military duty, the employer shall continue to pay the required contribution until such employee returns to work or four (4) weeks, whichever is the lesser of the two (2).

Employees must work not less than two (2) consecutive full weeks after a sick leave has interrupted his/her contributions to be entitled to a new contribution period for sick leave.

PENSION CLASS 17B

The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund which shall be jointly established and administered between the Employers and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. All payments into the Central States, Southeastern and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept. 10291, Palatine, IL 60055-0291. The Company agrees to pay as follows

upon completion of the probationary period and retroactive to the 30th calendar day of employment.

<u>Effective Date Pension Class 17b:</u>	<u>Amount:</u>
April 1, 2008	\$27.60 per day to a weekly maximum amount of \$138.00
April 1, 2009	\$29.80 per day to a weekly maximum amount of \$149.00
April 1, 2010	\$32.20 per day to a weekly maximum amount of \$161.00
April 1, 2011	\$34.80 per day to a weekly maximum amount of \$174.00
April 1, 2012	\$37.60 per day to a weekly maximum amount of \$188.00

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. Further, employees who are not available for work with the Employer on a full time basis, due to work with a different employer, shall not be covered by the provisions of this paragraph and the Employer herein shall not be required to make any contributions to the health and welfare fund and to the pension fund for such employees regardless of the amount of time worked during any given calendar year.

If an employee is absent 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 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 contribution until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months.

For Progression Employees:

The Company agrees to pay not more than the applicable schedule of rates per day, with maximum of five (5) days per week, as published in the Fund's December, 2006 Special Bulletin 2006-4, but at no time higher than the rates set forth above, with progression employees paying a premium share of eight dollars (\$8.00) per day, with a maximum premium share of forty dollars (\$40.00) weekly, which amount the Company is authorized to directly deduct from the progression employee's weekly wages.

In the event the Fund seeks to require more in contributions paid by the Company than the rates set forth above, the Company shall have the right at the Company's option, of re-opening this Agreement early, on any or all provisions of this Agreement, including what employees and Progression Employees may be required to pay by way of premium sharing for any benefits, and any language of this Agreement ("Re-opener Bargaining"), with the only exclusion from the Re-opener Bargaining being the amount of the Fund's required contributions as set forth above. Re-opener Bargaining may be initiated by the Company by giving not less than sixty (60) days written notice to the Union, in which event, if such written notice is given by the Company, this Agreement shall be subject to Re-opener Bargaining on the first (1st) Friday following the sixtieth (60th) day after the date of the Company's written notice.

Daily pension contributions shall be made for each day in which a Employee performs work. In addition, a contribution will be made for vacation days earned and actually taken, also for holidays which fall within a week in which work is performed and for the period of time employee is unable to work due to an on-the-job injury. Contributions are to be paid only for days on which employee's seniority would have permitted him to work and for a maximum of six (6) months from the date the absence from work began. These are the only circumstances in which the Company shall be obligated to make a contribution. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provision of this paragraph. The Company shall have no other obligation hereunder than to make the contributions herein called for. In 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.

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

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the health and welfare and/or pension funds in accordance with the rules and regulations of the Trustees of such funds and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the health

and welfare and pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. It is agreed that the welfare fund and pension fund will be separately administered each jointly by Employees and Union in compliance with all applicable laws and regulations, both State and Federal.

ARTICLE XII 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 the employee is ordered to report for work and registers in and until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving Federal, State, or City regulations, which occur through no fault of the driver, shall be paid for. Such payment for driver's time when not driving shall be the hourly rate.

ARTICLE XIII PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held on an employee. 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 the request of individual employees or Union Representatives.

ARTICLE XIV 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. 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.

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THEUT PRODUCTS
AND
TEAMSTERS LOCAL UNION No. 247,
an affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Effective: March 30, 2014
Expiration: March 31, 2017

RECEIVED

JUL 23 2014

COMMUNITY
DEVELOPMENT

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the 30th day of March 2014, by and between **Theut Products (Transit Mix Division)**, its successors and assigns, hereinafter called "**The Company**", and the **Teamsters Local Union No. 247**, an affiliate of the International Brotherhood of Teamsters, (said Union acting for itself as agent for and in behalf of each and every one of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called "**The Union**".

WITNESSETH

WHEREAS, the parties are desirous of (1) preventing strikes and lockouts and of maintaining satisfactory wage scales, working conditions and hours among the employees of the Company and (2) facilitating the peaceful adjustment of all grievances and controversies which may arise from time to time between the Company and its individual employees or the Union, and (3) encouraging increased efficiency among the employees, and

WHEREAS, the parties recognize the common interest of management and the Union in the success of the business of the Company, and

WHEREAS, the Company, the Union and its members, acting through their duly authorized representatives in conference, and after due consideration, agree as follows:

ARTICLE I REPRESENTATION

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: drivers of transit mix concrete trucks, including transit mix concrete truck mechanics, maintenance men, advanced mechanics, mechanic helpers, truck employed by the Company at its facility located at 47875 Gratiot, Chesterfield Township, Michigan, 48051, but excluding all other employees, office clerical employees, managers, supervisors and guards as defined in the National Labor Relations Act. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

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

Health and welfare contribution payments shall be paid for employees who work one (1) day per week, provided they are available for work the balance of the week.

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

Notwithstanding anything herein contained it is agreed that in the event the Company is delinquent at the end of a period in the payment of his/her contribution to the MCTWF created under this Agreement, in accordance with the rules and regulations of the trustees of such fund, after the proper official of the Union has given seventy-two (72) hours' notice to the Company in writing of such delinquency in health and welfare payments, and upon refusal of the Company to make the necessary payments immediately, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made and it is further agreed that in the event such action is taken the Company shall be responsible to the employees for losses resulting therefrom. Payments made in error shall be refunded.

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

Where an employee is laid off, the Company shall collect from the employee or deduct from his/her last paycheck the insurance premiums for the next four (4) weeks or longer if mutually agreed to. The Company shall have no obligation hereunder for the collection or the deduction with respect to any employee who refuses to sign a written deduction authorization or refuses to pay the premiums to the Company on request.

The Company shall make available to the employee within ten (10) calendar days of the due date information on the contributions made on his/her behalf to the health and welfare fund.

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

ARTICLE XIX PENSION

A. For Employees: The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Fund"), for the sole purpose of providing pension benefits to the employees covered by this Agreement. The Company agrees to pay, not more than the following pension contributions (Level 18) upon

completion of the probationary period and retroactive to the 30th calendar day of employment:

<u>Effective Date:</u>	<u>Rate per Day:</u>	<u>Maximum per Week:</u>
6/1/14	\$57.20	\$286.00
6/1/15	\$59.50	\$297.50
6/1/16	\$61.90	\$309.50

B. The Company's obligation to contribute for each employee after the completion of their probationary period shall be retroactive to the 31st day following their date of hire.

C. In the event the Fund seeks to require more in contributions paid by the Company than the rates set forth above in Section A of this Article, the Company shall have the right at the Company's option, of re-opening this Agreement early, on any or all provisions of this Agreement, including what employees may be required to pay by way of premium sharing for any benefits, and any language of this Agreement ("Re-opener Bargaining"), with the only exclusion from the Re-opener Bargaining being the amount of the Fund's required contributions as set forth in Section A above. Re-opener Bargaining may be initiated by the Company by giving not less than sixty (60) days written notice to the Union, in which event, if such written notice is given by the Company, this Agreement shall be subject to Re-opener Bargaining on the first (1st) Friday following the sixtieth (60th) day after the date of the Company's written notice.

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

E. Daily pension contributions shall be made for each day in which work is performed. In addition, a contribution will be made for vacation days earned and actually taken, also for holidays which fall within a week in which work is performed and for the period of time employee is unable to work due to an on-the-job injury. Contributions are to be paid only for days on which employee's seniority would have permitted him/her to work and for a maximum of one (1) year from the date the absence from work began. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provision of this paragraph. In the event the joint pension plan shall not be established or if the contributions made hereunder shall not be deemed to constitute deductions for the purposes of federal income taxes, this Article shall be renegotiated.

ARTICLE XX MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained as specifically set forth in this Agreement and to change the wages and other conditions of

COLLECTIVE BARGAINING AGREEMENT

by and between

TEAMSTERS LOCAL UNION No. 247
An Affiliate of the International Brotherhood of Teamsters

and

THEUT PRODUCTS, INC.
Masonry Manufacturer Division

Effective Date: September 21, 2012
Expiration Date: September 20, 2015

RECEIVED

FEB 13 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, effective as of the 1st day of September 21, 2012, by and between the Theut Products, Inc. (Masonry Manufacturer Division), located at 47875 Gratiot Avenue, Chesterfield Township, Michigan 48051, hereinafter each 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 on or 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 the Union for each and every employee; provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payments to the Union as aforesaid.

1.4 A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) working day trial basis during which period he may be

through a lawful primary picket line.

12.2 Employees shall be subject to disciplinary action or discharge or permanent replacement if they honor a picket line that does not meet the criteria set forth in part 12.1 above; provided, however, they may avoid discipline if, after giving not less than twenty-four (24) hours' written advance notice to the Employer president or Employer designee, they refuse to make a delivery at a location where all of the following conditions are preset: (1) there is a lawful informational or jurisdictional picket line; (2) the lawful informational or jurisdictional picket line is authorized by a union representing employees at the location; and (3) making the delivery would require crossing or going through a lawful informational or jurisdictional picket line.

12.3 The Employer shall have the right, should an employee refuse to make a particular delivery, whether or not advance notice is given, to make the particular delivery, in any way, using any means, manner, or person, available to the Employer without interference from the Union.

ARTICLE 13 MAINTENANCE OF STANDARDS

13.1 The Employer agrees that all conditions of employment 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 their probationary with the Employer, a contribution of:

<u>Effective Date:</u>	<u>Weekly Contribution Amount:</u>	<u>Plan:</u>
9/21/12	\$282.55	294
3/31/13	\$302.30	294
3/30/14	\$325.00	294
3/29/15	\$339.70	294

Employees shall be responsible, through payroll deduction, for health premium co-pays on the following basis:

<u>Effective Dates:</u>	<u>Weekly Amount:</u>
9/21/12	\$30.00

If rates are reduced by the MCTWF, the Employer shall retain the difference.

In the event any federal or state governmental entity enacts or adopts administrative regulations or other programs which alter or affect the financial structure of how health care costs are apportioned, and participation in any such program would reduce costs to the Employer, the Employer may reopen negotiations over the affected provisions of this Agreement.

14.1.1 All payments into the MCTWF must be made within fifteen (15) days from the end of each calendar month to J. P. Morgan Chase Bank, NA, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund. Additionally, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has completed thirty (30) days with the Employer, a contribution of:

<u>Effective Date:</u>	<u>Weekly Contribution Amount:</u>
9/21/12	\$258.50
6/1/13	\$268.80
6/1/14	\$279.60
6/1/15	\$290.80

14.1.2 All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept. 10291, Palatine, Illinois 60055-0291.

14.1.3 New Hires as defined in Article 27, Section 27.3.1.3 shall contribute, through payroll deduction, eight dollars (\$8.00) per day toward pension premiums for their first (1st) six (6) years of employment

14.1.4 In the event the pension fund seeks to require more in contributions paid by the Employer, than the rates set forth above in Section 14.1.2 of this Article, the Employer shall have the right at the Employer's option, of: (1) if the first (1st) increase by the pension fund is equal to or less than five percent (5%) of the weekly premium, the Employer may offset the increase by adjusting wage rates accordingly; or (2) re-opening this Agreement early, on any or all provisions of this Agreement, including what employees and progression employees may be

required to pay by way of premium sharing for any benefits, and any language of this Agreement ("Re-opener Bargaining"), with the only exclusion from the Re-opener Bargaining being the amount of the pension fund's required contributions as set forth in Section 14.1.2 above. Re-opener Bargaining may be initiated by the company by giving not less than thirty (30) days written notice to the Union, in which event, if such written notice is given by the Employer, this Agreement shall be subject to Re-opener Bargaining on the first (1st) Friday following the thirtieth (30th) day after the date of the Employer's written notice.

14.1.5 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.

14.1.6 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.

14.1.7 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 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.

14.1.8 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 pension funds during the period of absence.

14.1.9 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 MCTWF 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.

14.1.10 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 health and welfare and/or pension funds, and after the proper official of the Union shall have given seventy-two (72) hours' written notice to the Employer of such delinquency in the health and welfare and pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that

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

14.1.11 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.

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

ARTICLE 15 PAID-FOR TIME

15.1 All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid. Such payment for driver's time when not driving shall be at the hourly rate. Drivers called back to work shall be allowed sufficient time, without pay, to get to the garage or terminal and shall draw full pay from the time ordered to report and register in.

ARTICLE 16 PAY PERIOD

16.1 All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held from a regular employee. The Union and the Employer may, by mutual agreement, provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose upon request of individual employees or Union representatives. Pay checks will be distributed no later than Friday noon. If any employee abuses the check distribution policy by conducting personal banking on Employer time, the Employer may delay the distribution of paychecks to the end of the shift.

TIRE MART, INC.

WITH

**AUTOMOTIVE, PETROLEUM AND ALLIED
INDUSTRIES EMPLOYEES UNION
LOCAL 618**

Affiliated With

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA**

May 1, 2013 through April 30, 2015

RECEIVED

JUL 30 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

Made and entered into by and between TIRE MART, INC., hereinafter called the "Employer," and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL 618, hereinafter called the "Union."

RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for the employee classifications described herein at the Employer's St. Louis, Missouri facility. It is further agreed that no other labor organization or group of employees shall be recognized in any form for any purpose respecting collective bargaining. The Company agrees that all duties coming under the jurisdiction of or specified in this contract shall be performed only by members of the bargaining unit herein described.

PURPOSE OF AGREEMENT

It is the intention of the parties that this Agreement will establish sound relations between the Company and its employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Company may mutually benefit; assure a full day's work for a day's pay; and to facilitate peaceful adjustment of differences which may arise from time to time between the Company and the Union, or between the Company and any employees covered by this Agreement, and to achieve uninterrupted operations in the plant and to achieve the highest level of employee performance consistent with safety, good health and sustained effort. This Agreement is intended to set forth all the rights of the Union and the employees, all of which arise as a result of this contract.

It is recognized that the interests of the Company and the interests of its employees are fundamentally the same since the Company must prosper if its employees are to prosper. This requires that both the Company and the employees work together to the end, that quality and costs of products or service will prove increasingly attractive to the customers of the business so that the business will be continuously successful. Accordingly, the Company and the Union do hereby mutually pledge themselves to make every effort to make this Agreement and the Company, of obtaining fair treatment for all employees of the Company, and of improving efficiency and economics so that both may prosper.

ARTICLE 1

UNION SECURITY, NEW EMPLOYEES, SHOP CARD, NOTIFICATION, DUES, JURISDICTION

1.1 **Union Security** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on

ARTICLE 7
PENSION

7.1 **Central States Pension Fund** The Employer agrees to pay, on the first day of each month, into the Central States Southeast and Southwest Areas Pension Fund, as follows:

Effective May 1, 2013	\$35.70
Effective May 1, 2014	\$37.10
Effective May 1, 2015	\$38.60

Employer contribution requirements shall be as follows:

(a) 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 ninety (90) calendar days on each employee who has worked one (1) day or more in any week.

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

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

(c) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

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

ARTICLE 8
STANDARD OF CONDUCT

8.1 The following list includes, but is not limited to, the specific rules that may be cause for disciplinary action or discharge.

AGREEMENT

Effective June 1, 2013
through and including
May 31, 2015

by and between
Walter Toebe Construction Company
and
Teamsters Local Union No. 247

2013 - 2015

RECEIVED

NOV 20 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of June, 2013, by and between Walter Toebe Construction Company located at 28990 Wixom Road, Wixom, Michigan, 48393-0129, (hereinafter called the "Employer") and Teamsters Local Union No. 247, located at 2741 Trumbull Avenue, Detroit, Michigan, 48216, (hereinafter called the "Union").

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

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

ARTICLE 1 SCOPE OF AGREEMENT AND OPERATIONS COVERED

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

ARTICLE 2 RECOGNITION-UNION SHOP AND DUES

- (a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and other conditions of employment as called for by this Agreement for all workers performing the work within the State of Michigan.
- (b) When the Employer needs additional help it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. The Employer shall not be required to request the Union for applicants prior to hiring additional help.
- (c) All present and future employees covered by this Agreement shall, as a condition of their continued employment by the Employer, become and remain members in good standing in the Union, to the extent of paying or tendering an initiation fee and periodic dues uniformly required as a condition of membership in the Union, after the seventh (7th) day following the beginning of their employment with the Employer or the effective date of the Agreement, whichever is later.

apply to voluntary or involuntary termination, or the Employer continues participation in the MCTWF, and cannot be selectively applied.

PENSION FUND

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

Effective:	Daily rate (paid on all days worked):
June 1, 2013	\$52.90
June 1, 2014	\$56.10

Any additional increase in the CSPF contribution prior to June 1, 2018 shall be offset by reducing the wage rates to cover the cost of the Pension contribution increase. A regularly employed Employer driver or a regularly employed Owner-Operator is an employee driver who has worked thirty (30) days for the Employer since their last date of hire. All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, P.O. Box 10291, Palantine, Illinois, 60055-0291.

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

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

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

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

period, fifty percent (50%) of the total Employer weekly contribution amount.

- (e) When an employee is laid off, the Employer will accept from the employee or deduct from their last paycheck the welfare or pension contributions or both provided for in this Agreement, as mutually agreed to between the Employer and the employee. The employee must, however, commence making their contribution with the first (1st) week following his/her layoff and must remit such contributions to the appropriate fund. The Employer shall have no obligation for the collection of such contributions and the employee shall be responsible for making the contribution payments to the Employer.
- (f) A Employer shall grant no leave of absence unless an employee shall submit in writing a request for such leave and an authorization to deduct from their last wages sufficient monies to pay the required contributions into the MCTWF and to the CSPF during the period of absence.
- (g) In those instances where the Employer is involved in an "Owner-Operator" arrangement, there shall be no deduction from the equipment rental of Owner-Operators by virtue of the contributions made to the MCTWF and to the CSPF, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.
- (h) In the case of Owner-Operators who are terminated by the Employer for lack of work and subsequently are re-employed by the same Employer, they shall not be required to reestablish their eligibility for health and welfare and pension contributions by working thirty (30) days provided they are recalled to work within two (2) years from the termination date of their last employment with the Employer. In the event such Owner-Operator is offered employment by the Employer and fails to report to work he/she shall be required to reestablish their eligibility for pension and health and welfare payments.
- (i) Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of its contribution to the MCTWF or the CSPF, in accordance with the rules and regulations of the trustees of such funds, and after the proper official Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the health and welfare or pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made.
- (j) It is agreed that the health and welfare fund and pension fund will be separately administered, each jointly by Employer and Union in compliance with all applicable laws and regulations, both state and federal.

AGREEMENT

The Toledo Blade
Company
AND
Teamsters and Chauffeurs Union,
Local 20

September 2, 2014
through
September 1, 2017

RECEIVED

FEB 25 2015

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT made and entered into at Toledo, Ohio this 2nd day of September, 2014 by and between THE TOLEDO BLADE COMPANY and the TEAMSTERS AND CHAUFFEURS UNION, LOCAL NO. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA.

WITNESSETH

WHEREAS, The Toledo Blade Company is a corporation engaged in the daily newspaper publishing business and shall be referred to herein as the Company, and

WHEREAS, the Teamsters and Chauffeurs Union, Local No. 20 is a voluntary organization composed of persons employed in the general trucking industry as teamsters, chauffeurs, warehousemen and helpers, which Local and its members shall be herein referred to as the Union, and

WHEREAS, the Company and the Union desire to stabilize employment and do away with strikes, boycotts, lockouts and stoppage of work.

NOW, THEREFORE, the Company and the Union acting by their duly authorized agent agree as follows:

ARTICLE I RECOGNITION AND JURISDICTION

Section 1. The Union shall be the sole representative of those classifications of employees as covered by this Agreement in collective bargaining with the Company.

Section 2. The term "employee" as used in this Agreement shall include drivers, helpers, dockmen and vehicle mechanics within the jurisdiction of the International Brotherhood of Teamsters, Chauffeurs and Helpers of America.

Section 3. The Union shall have complete jurisdiction of the loading, unloading and delivery of all incoming preprinted materials at the distribution centers and outgoing printed/preprinted materials directly related to the distribution of the daily and Sunday Toledo Blade. This shall include delivery to all route carriers, motor route carriers, newsstands, bulk stations and common carriers, (post office, bus station, etc.) the loading of Company owned or leased trucks, dock work involved in loading country contract haulers, freight on board via common carrier or other Company designated vehicles for out of city destinations, except in emergency. In addition, jurisdiction

APPENDIX B

PENSION MEMORANDUM OF UNDERSTANDING

CENTRAL STATES PENSION FUND

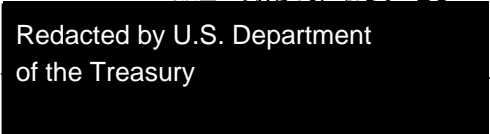
In the event that a casual or part-time employee works 1,000 hours or more in a twelve (12) month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent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

BLADE PENSION FUND

No contribution to the Blade Pension Fund shall be made or required since April 1995, for casual or part-time employees except for hours worked in excess of 1,000 in any calendar year.

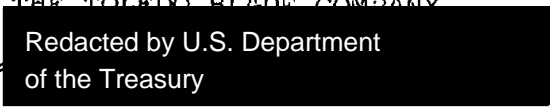
Agreed to and accepted:

TEAMSTERS LOCAL UNION NO. 20

By  Redacted by U.S. Department of the Treasury

Date 10.3.14

THE TOLEDO BLADE COMPANY

 Redacted by U.S. Department of the Treasury

Date 10-3-14

RECEIVED

FEB 25 2015

**CONTRACT
DEPARTMENT**

Appendix F

2011 ADDENDUM TO MEMORANDUM

OF UNDERSTANDING RE: PENSION

This Addendum is between The Toledo Blade Company ("Company") and GCIU No. 27N-Engravers Segment, GCIU No. 27N-Paperhandlers Segment, GCIU No. 27N-Web Segment, Teamsters No. 20, Toledo Mailers No. 1135, Toledo Newspaper Guild-CWA No. 34043 and Toledo Typographical No. 63 ("Unions"). The Unions make this agreement on behalf of the employees covered by the collective bargaining agreements between the Company and the Unions. This Addendum is effective August 1, 2011.

- The parties agree to freeze pension accruals until such time as the actuary's projected annual minimum contribution over and above shift contributions is \$1 million or less, giving effect to the resumption of accruals on the minimum funding contribution. Service will continue to be earned for vesting purposes.
- The Settlers will instruct the Trustees to take appropriate actions so that the Plan will remain frozen indefinitely, consistent with the terms of this Agreement. The Settlers will inform the Trustees when the conditions for resumption of benefit accruals under the terms of this Agreement have been met.
- The Settlers will put out for bid the administration of the Plan and the Savings [401(k)] Trust by a third party. They will award the bid to the low-cost qualified solution on or before October 1, 2011.
- This will be reviewed by Fund counsel for purposes of legality.

Toledo Blade Company

By: _____

Date: _____

GCIU No. 27N-Engravers

By: _____

Date: _____

GCIU No. 27N-Paperhandlers

By: _____

Date: _____

GCIU No. 27N-Web

By: _____

Date: _____

Teamsters No. 20

By: _____

Date: _____

Toledo Mailers No. 1135

By: _____

Date: _____

Toledo Newspaper Guild No. 34034

By: _____

Date: _____

Toledo Typographical No. 63

By: _____

Date: _____

Appendix F

2011 ADDENDUM TO MEMORANDUM

OF UNDERSTANDING RE: PENSION

This Addendum is between The Toledo Blade Company ("Company") and GCIU No. 27N-Engravers Segment, GCIU No. 27N-Paperhandlers Segment, GCIU No. 27N-Web Segment, Teamsters No. 20, Toledo Mailers No. 1135, Toledo Newspaper Guild-CWA No. 34043 and Toledo Typographical No. 63 ("Unions"). The Unions make this agreement on behalf of the employees covered by the collective bargaining agreements between the Company and the Unions. This Addendum is effective August 1, 2011.

- The parties agree to freeze pension accruals until such time as the actuary's projected annual minimum contribution over and above shift contributions is \$1 million or less, giving effect to the resumption of accruals on the minimum funding contribution. Service will continue to be earned for vesting purposes.
- The Settlers will instruct the Trustees to take appropriate actions so that the Plan will remain frozen indefinitely, consistent with the terms of this Agreement. The Settlers will inform the Trustees when the conditions for resumption of benefit accruals under the terms of this Agreement have been met.
- The Settlers will put out for bid the administration of the Plan and the Savings [401(k)] Trust by a third party. They will award the bid to the low-cost qualified solution on or before October 1, 2011.
- This will be reviewed by Fund counsel for purposes of legality.

RECEIVED

FEB 25 2015

**CONTRACT
DEPARTMENT**

Redacted by U.S. Department
of the Treasury

Date: 9-15-2011

GCIU No. 27N-Engravers

By: _____

Date: _____

GCIU No. 27N-Paperhandlers

By: _____

Date: _____

GCIU No. 27N-Web

By: _____

Date: _____

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

Date: 7-28-11

Toledo Mailers No. 1135

By: _____

Date: _____

Toledo Newspaper Guild No. 34034

By: _____

Date: _____

Toledo Typographical No. 63

By: _____

Date: _____

Appendix G

ACCOUNT NO.: _____

EXTENSION AGREEMENT - PENSION CONTRIBUTIONS

1. The Employer and Union are parties to a collective bargaining agreement that is currently in effect which requires the Employer to contribute to the Central States, Southeast and Southwest Areas Pension Fund (the "Pension Fund") at the contribution rates required for Benefit Class 18.

The Union and Employer recognize that Benefit Class 18 is available only to employers who promise to pay the contribution rates specified in paragraph 2 of this Agreement for a five-year period. Because the most recent collective bargaining agreement between the Employer and Union may terminate in less than five years, the Employer and Union are entering into this Extension Agreement in order to immediately secure Benefit Class 18 for the employees in the job classifications covered by the collective bargaining agreement. (Please note, the Pension Fund will only accept an extension period of up to two years.)

2. The Employer agrees to contribute to the Pension Fund on behalf of each employee in accordance with the collective bargaining agreement at the following rates:

	EFFECTIVE DATE	WEEKLY	or
DAILY/CASUAL			
First Year	3/21/11	\$225.80	
Second Year	3/21/12	\$243.90	
Third Year	3/21/13	\$258.50	
Fourth Year	3/21/14	\$274.00	

Appendix G

ACCOUNT NO.: - - -

EXTENSION AGREEMENT - PENSION CONTRIBUTIONS

1. The Employer and Union are parties to a collective bargaining agreement that is currently in effect which requires the Employer to contribute to the Central States, Southeast and Southwest Areas Pension Fund (the "Pension Fund") at the contribution rates required for Benefit Class 18. The Union and Employer recognize that Benefit Class 18 is available only to employers who promise to pay the contribution rates specified in paragraph 2 of this Agreement for a five-year period. Because the most recent collective bargaining agreement between the Employer and Union may terminate in less than five years, the Employer and Union are entering into this Extension Agreement in order to immediately secure Benefit Class 18 for the employees in the job classifications covered by the collective bargaining agreement. (Please note, the Pension Fund will only accept an extension period of up to two years.)

2. The Employer agrees to contribute to the Pension Fund on behalf of each employee in accordance with the collective bargaining agreement at the following rates:

YEAR	EFFECTIVE DATE	WEEKLY	OR	DAILY/CASUAL
Current Year	3/21/2013	\$258.50		\$52.90
First Year	3/21/2014	\$274.00		\$56.10
Second Year	3/21/2015	\$290.40		\$59.50
Third Year	3/21/2016	\$302.00		\$61.90
Fourth Year	3/21/2017	\$314.10		\$64.40
Fifth Year	3/21/2018	\$326.70		\$67.00

3. The Employer agrees that its commitment to pay the above rates for the required five-year period of the employees in the job classifications covered by the collective bargaining agreement is irrevocable and unconditional and will continue even if the collective bargaining agreement is terminated before the five-year period elapses (unless the company ceases business operations) and this Agreement supersedes any existing or

subsequent agreement that purports to alter or eliminate the obligation imposed by this Agreement.

4. The Employer and Union also acknowledge that the Trustees retain all available rights and remedies in the event the Trustees determine that the Employer's collective bargaining agreement or practices are in violation of any of the Pension Fund's participation rules, including the right to terminate the Employer's participation in the Pension Fund at any time.

Redacted by U.S. Department
of the Treasury

Authorized Signature

Date

10-3-14

Local Union No. 20

Redacted by U.S. Department
of the Treasury

Authorized Signature

Date

10.3.14

RECEIVED

FEB 25 2015

**CONTRACT
DEPARTMENT**

Appendix H

LETTER OF UNDERSTANDING

During the discussions leading up to the new 2011-2014 collective bargaining agreement (the "Agreement"), the Union requested that the employee share of contributions to the Central States, Southeast and Southwest Areas Pension Fund (the "Pension Fund") remain at \$101.80 for the term of the Agreement, even though the Pension Fund will require increased contributions of \$18.10 in 2012 and \$14.60 in 2013. In response, effective March 21, 2012, the Employer has agreed to pay the increased contribution to the Pension Fund of \$18.10. Similarly, effective March 21, 2013, the Employer shall pay the increased contribution to the Pension Fund of \$14.60. The Employer has made no other promise to increase its contributions to the Pension Fund beyond the amounts set forth in this Letter of Understanding.

Employer:

Local Union No. 20

Authorized Signature

Authorized Signature

Date

Date

Collective Bargaining Agreement

between



Toledo Museum of Art

and



**International Brotherhood of Teamsters, Chauffeurs, Warehousemen and
Helpers of America, Local 20**

July 1, 2013 through June 30, 2016

RECEIVED

NOV 12 2013

**CONTRACT
DEPARTMENT**

Article 1. Agreement

This Agreement made and concluded at Toledo, Lucas County, Ohio, this date, July 1, 2013, by and between THE TOLEDO MUSEUM OF ART, party of the first part, hereinafter called the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 20, party of the second part, hereinafter referred to as the "Union".

The Employer and the Union agree that the purpose and intent of this Agreement is to establish the relationship between the parties, to promote harmony, to recognize mutual interests of the parties, to provide the means to resolve problems and to set forth the compensation, hours of work and conditions of employment. The Union, its members, and the Employer are bound by and hereby pledge their cooperation in observing all provisions of this Agreement.

Article 16. Pension

- A. For each regular, active Employee covered by this agreement the Employer agrees to contribute to Central States Southeast and Southwest Areas Pension fund one hundred thirty-seven dollars and sixty cents (\$137.60) per week in the first year of this agreement, one hundred forty-three dollars and ten cents (\$143.10) per week in the second year of this agreement, and one hundred forty-eight dollars and eighty cents (\$148.80) in the third year of this agreement.
- B. If an Employee is absent due to her/his own illness or injury (on or off the job) and provides the Employer with certification from a licensed medical provider that the absences necessary and has an identifiable and legitimate medical basis within fourteen (14) calendar days, the Employer shall continue to make the agreed upon contribution for a period of twenty-six (26) weeks. The Employer has the right to request medical updates on a monthly basis.
- C. As a condition for a leave of absence, the Employee shall give to the Employer prior to the leave sufficient monies to make the contribution during the period of absence.
- D. By the execution of this Agreement, the Employer authorizes the Employers Association who are parties hereto to enter into an appropriate Trust Agreement necessary for the administration of such Fund and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- E. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the Pension Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the Employees or their Representatives shall have the right to take such lawful action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the Employees for losses resulting therefrom.

Article 16. Pension

The following represents additions and/or changes to the primary agreement between the Toledo Museum of Art and Teamsters Local 20 specific to and only for Glass Tech Classifications. Unless otherwise indicated, this is a complete statement of this article as applied to these classifications.

All Glass Techs will participate in the Museum's 403(b) retirement savings plan on the same basis as non-union staff, so long as their Bargaining Unit employment remains exclusively in the Glass Tech classification.

Participation in this plan requires a minimum of 1,000 hours worked in a plan year. All hours worked, whether in a union or non-union position, will count toward the 1,000 hour requirement.

AGREEMENT

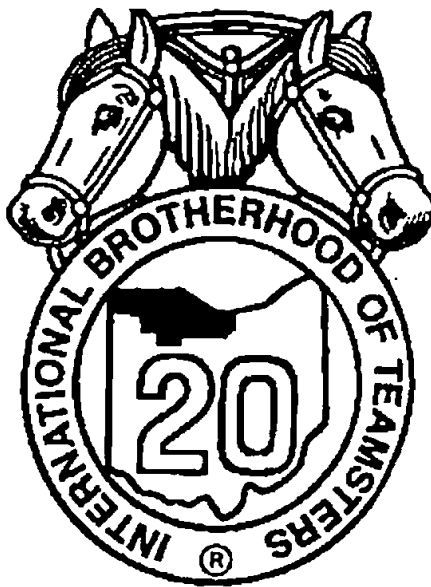
Between

TEAMSTERS LOCAL 20

435 SOUTH HAWLEY STREET
TOLEDO, OHIO 43609

and

TOLEDO SHREDDING



EFFECTIVE: January 1, 2014

EXPIRATION: January 31, 2018

RECEIVED

JUN 23 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

Effective: January 1, 2014

Expiration: January 31, 2018

THIS AGREEMENT made and entered into as of the ____ day of _____, ____, in the City of Toledo, County of Lucas, State of Ohio by and between Toledo Shredding, hereinafter called the "Employer" or "Company," and TEAMSTERS LOCAL UNION NO. 20, hereinafter called the "Union." Wherever in this Agreement, "man" or "him" or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

WITNESSETH:

The Company and the Union agree that all employees union or salaried shall treat each other with respect and dignity at all times. If either the employee or Supervisor fail to maintain control of themselves, after an investigation of any charges against either party, will result with discipline up to and including termination. The Union and Company agree that it is necessary in order to provide a safe work environment.

If an Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, of the application of such Article or Section or 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 the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this agreement to the contrary.

ARTICLE I

RECOGNITION, DUES & CHECKOFF

Section 1 The Employer recognizes the Union to be the sole and exclusive bargaining agent in respect to wages and hours and conditions of work and employment of all employees of the Employer in the Toledo area who are members of or eligible to membership in the Union excepting and excluding supervisor employees, watchmen and clerical help, office employees.

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 personal leave of absence, the Employer shall collect from said employee prior to the leave being effective, sufficient monies to pay the required contribution into the Teamsters Local No. 20 Insurance Health and Welfare Plan and Trust during the period of absence.

4. By the execution of this Agreement, the Employer authorizes the Employer Associations who are parties hereto to enter into an appropriate Trust Agreement necessary for the administration of such Fund and to designate the Employer Trustee under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees, within the scope of their authority.
5. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contributions to the Teamsters Local No. 20 Insurance Health and Welfare Plan and Trust created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an Officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare Payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom.

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

6. New hires, including any current new employee and all new hires after January 5, 2004, will be covered under Teamsters Local No. 20 Insurance, Health and Welfare Plan and Trust Plan #6, and Teamsters Local No. 20 Dental Plan.

ARTICLE X

PENSION PLAN

Section 1 Effective January 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) calendar days or more. Effective January 1, 2015, the sum of \$107.00 per week, effective January 1, 2016 the sum of \$111.30 per week, and effective January 1, 2017 the sum of \$115.80 per week.

Section 2 By the execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto, to enter into appropriate trust agreement necessary for the administration of such fund and designate the Employer Trustees under such agreement,

hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3 If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contributions to the Central States Southeast and Southwest Areas Pension Fund created under this agreement, in accordance with the rules and regulations of the Trustees of the Fund, after an officer of the Union has given seventy-two hours (72) 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 must pay all attorney fees and costs of collection.

ARTICLE XI

JOB CLASSIFICATIONS

Section 1 Job classifications and minimum hourly rates of pay for same for each individual Employer shall be as shown on Appendix A attached hereto and made a part hereof.

ARTICLE XII

WORK BY NON-BARGAINING UNIT EMPLOYEES

Section 1 It shall be the policy of the Employer that supervisors and other non-bargaining unit personnel may perform bargaining unit work only under the following conditions:

- (a) In a case of an accident or absenteeism until a bargaining unit replacement can be secured.

AGREEMENT

between

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 135

and

TONN AND BLANK

(BUILDING CONSTRUCTION FIRM)

MARCH 1, 2012 – MAY 31, 2015

RECEIVED

AUG 06 2012

**CONTRACT
DEPARTMENT**

BUILDING CONSTRUCTION AGREEMENT

THIS AGREEMENT, Made and entered into between Building Construction Firms, herein after referred to as "Employer" and Chauffeurs, Teamsters, Warehousemen and Helpers, Local Union No. 135, hereinafter referred to as the "Union", WITNESSETH:

ARTICLE 1 RECOGNITION

Section 1.01. The Employer recognizes and acknowledges that the Union shall be the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

Section 1.02. 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.

Section 1.03. There shall be no discrimination on the part of the Employer towards employees because of their membership or non-membership in the Union nor in respect to race, color, creed, sex, age or national origin.

Section 1.04. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement, shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement whichever is the later; that effective from and after the thirty-first (31st) day following the execution date of this Agreement, the continued employment by the Company in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall oblige the Company, upon written notice from the Union to such effect, and to the further effect that Union membership was available to such person on the same

Section 14.02. 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 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 six (6) months. Contributions to the Health and Welfare Fund must be made for each week on each regular employee even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this Contract and although contributions may be made for these 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.

Section 14.03. 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 Plan 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 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 PENSION

Section 15.01. The Employer shall contribute to the Central States Pension Fund for each regular employee covered by this agreement the following rates of contributions:

Effective	March 1, 2012	\$207.10 per week
Effective	June 1, 2012	increase to \$217.50 per week
Effective	June 1, 2013	increase to \$226.20 per week
Effective	June 1, 2014	increase to \$235.20 per week

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.

Section 15.02. 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 15.03. 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 15.04. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE XVI MINIMUMS

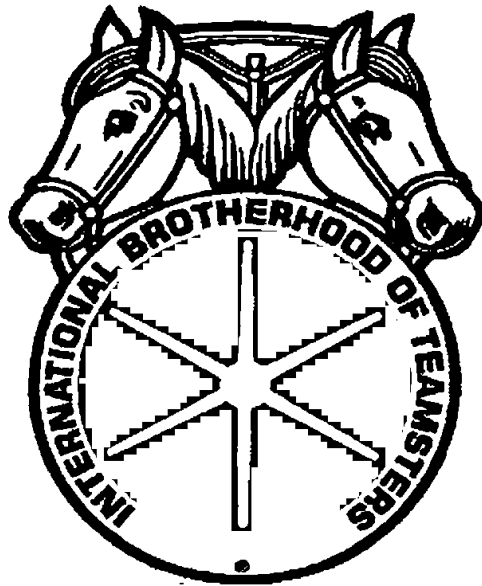
Section 16.01. All wages, as set forth in this Agreement, shall be considered as other than minimum wages and in no case shall a maximum wage scale be set up for any class of employee. In no event shall any wage now being paid in excess of the minimum outlined in this Agreement be reduced. Any condition of employment better than any in this Agreement shall be retained.

ARTICLE XVII WAGES

Section 17.01. All wages of classifications for regular men on the payroll of the Employer shall be as follows:

	<u>WAGES PER HOUR</u>			
<u>Drivers Classifications</u>	<u>3/1/12</u>	<u>6/1/12</u>	<u>6-1-13</u>	<u>6-1-14</u>
Drivers on Single Axle Trucks	\$28.80	\$29.40	\$30.00	\$30.60
Drivers on Tandem Trucks	\$28.80	\$29.40	\$30.00	\$30.60
Drivers on Tri-Axles	\$28.80	\$29.40	\$30.00	\$30.60
Drivers on Semi Trucks	\$28.80	\$29.40	\$30.00	\$30.60
Drivers on Low Boys	\$28.80	\$29.40	\$30.00	\$30.60
Quad Axle Trucks	\$28.80	\$29.40	\$30.00	\$30.60
Drivers on equipment when not self-loaded or pusher loaded, such as Koehring or similar	\$28.80	\$29.40	\$30.00	\$30.60

LABOR AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 200
AND
PORCARO FORD, INC.



April 16, 2014-April 15, 2017

RECEIVED
DEC 08 2014
CONTRACT
DEPARTMENT

2014-2017 PORCARO FORD, INC. LABOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, by and between PORCARO FORD, INC. its successors, administrators, executors, and assigns, hereinafter called the "Employer", party of the first part, and TEAMSTERS, "GENERAL" LOCAL UNION NO. 200 affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union", party of the second part:

WITNESSETH:

ARTICLE 1. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for a single collective bargaining unit consisting of the employees of the employer engaged in the classifications of work set forth in Article 9 of this Agreement, excluding lot helpers and general clean-up employees, quick lane personnel (as required by Ford Quick Lane Operating Requirements), professional employees, managerial employees and managerial trainees, new and used car salesmen, office clerical employees and guards and supervisors as defined in the National Labor Relations Act, as amended.

Section 2. The Employer hereby assigns all work within the classifications set forth in Article 9 below to employees in the bargaining unit covered by this Agreement. No person excluded from the bargaining unit shall perform work usually performed by employees within the unit. Such work shall include the passing of parts over the counter, the chasing and stocking of parts, all automotive service, maintenance and set-up work, and tasks incidental thereto. Parts Managers, to be a maximum of one (1) for each employer, will not be subject to the foregoing restrictions.

ARTICLE 2. UNION SECURITY

(A) Subject to compliance by the Union with the provisions of the Wisconsin Employment Peace Act applicable hereto, it is understood and agreed by and between the parties that, as a condition of continued employment, any person who is hereafter employed by an Employer in the unit which is subject of this Agreement shall become a member of the Union not later than the thirty-first (31st) day following the beginning of his employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit be conditioned upon that person continuing his payment of the periodic dues of the Union; and that the continued employment of any person who was in the employ of the Employer prior to the date of this Agreement and who is not now a member of the Union shall be conditioned upon that person becoming a member of the Union not later than the thirty-first (31st) day following the execution of the Agreement. Failure of any person to become a member of the Union at the 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.

ARTICLE 12. PENSIONS

Effective April 16, 2014 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of **one hundred fourteen dollars (\$114.00)** per week for each employee covered by this Agreement, who has been on the payroll sixty (60) days or more. Effective April 16, 2015 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of **one hundred twenty dollars and eighty cents (\$120.80)** per week for each employee covered by this Agreement, who has been on the payroll sixty (60) days or more. Effective April 16, 2016 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of **one hundred twenty five dollars and sixty cents (\$125.60)** per week for each employee covered by this Agreement, who has been on the payroll 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 for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which the Employer is a party.

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for these weeks into some other pension fund. Employees who work either temporarily or in case of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and cost of collection.

AGREEMENT
BETWEEN
TRAMONTE DISTRIBUTING
AND
TEAMSTERS LOCAL UNION NO. 348
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

EFFECTIVE JUNE 1, 2012
THROUGH MAY 31, 2016

RECEIVED

APR 08 2013

CONTRACT
DEPARTMENT

AGREEMENT

The Agreement, by and between Tramonte Distributors of Akron, Ohio, party of the first part, and the Teamsters Local Union No. 348, affiliated with the International Brotherhood of Teamsters, party of the second part.

ARTICLE I UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent on behalf of all employees of the Employer, as hereinafter defined in Article II, with respect to wages, hours, and all other terms or conditions of employment.

ARTICLE II EMPLOYEES DEFINED-EXTENT OF BARGAINING UNIT

The term "employees" as used in this Agreement, shall include driver-salesmen, pre-sell drivers, special drivers, swing drivers, over-the-road drivers, helpers and warehousemen, garage mechanics and garage maintenance employees.

ARTICLE III CHECK-OFF

The membership dues and initiation fees of the Union shall be checked off the wages of the employees covered by this Agreement by the Employer each and every month to the properly designated office of the Union. Such remittances shall be accompanied by an itemized statement showing the name of each employee and the amount checked off, together with a list of employees from whom no money has been collected. It is understood that the foregoing shall become effective only upon written authorization of each individual employee.

The Employer further agrees to make one (1) deduction per year for any employee so designated by written authorization and remit said deduction to the Ohio D.R.I.V.E.

ARTICLE IV TEMPORARY LABOR

The Employer shall notify the Union and the Union agrees to use its best efforts to supply the Employer with temporary labor when needed by the Employer. The purpose of this Article is to give the Union the first opportunity to provide temporary labor before the Employer obtains such labor from some other source. Employees hired for vacation periods or men hired because of seasonal business increase shall be paid at the regular rate as set forth in this Agreement but are entitled to no fringe benefits. Temporary labor used as helpers shall be guaranteed eight (8) hours pay and shall be allowed to go home after finishing their route.

The Employer shall remit all contributions by the 10th day of each month for that month. Late contributions shall be subject to a 10% late charge.

Benefits shall be covered in a booklet attached and shall be amended and updated from time to time subject to the provisions of the trust agreement and applicable law.

Retirees shall be covered by the Health and Welfare program from age 57 to age 65.

The Employer further agrees to deduct, at the option of the employee, thirteen dollars (\$13.00) per month for each employee for a supplemental policy to cover an additional fifty dollars (\$50.00) benefit per week for sickness or accident (non-occupational) plus ten thousand dollars (\$10,000.00) additional life insurance.

Regular part time employees shall be covered by Health and Welfare if they are not covered by another plan.

ARTICLE XV

FUNERAL PAY

SECTION 1: All full time employees with six (6) months service or more shall be entitled to a three (3) day funeral leave. The three (3) day leave shall be the three (3) work days connected with the funeral, and the employee shall be paid one-fifth (1/5) of his previous full weeks pay for each day of funeral leave which he was regularly scheduled to work. Employees must have proof of attendance, if requested.

SECTION 2: "Death in the family" shall include mother, mother-in-law-, father, father-in-law, wife, sister, brother, child, grandparents, and step-children.

SECTION 3: The Employer shall further grant one (1) day funeral leave for the death of a brother-in-law, sister-in-law and grandchildren.

ARTICLE XVI

PENSION

Effective June 1, 2012 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred eighty-two dollars and twenty cents (\$182.20) per week for each regular employee covered by this Agreement.

Effective June 1, 2013 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred ninety-three dollars and ten cents (\$193.10) per week for each regular employee covered by his Agreement.

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 regular employee covered by this Agreement.

Effective June 1, 2015 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred seventeen dollars (\$217.00) per week for each regular employee covered by this Agreement.

Section 2: The parties agree that any part-time or casual employee who performs one-thousand (1,000) or more hours of service in a twelve (12) month period shall be considered to be a regular employee for purposes of participation in the Pension Fund. The Employer shall contribute to the Pension Fund for all hours worked in excess of 1,000 for the remainder of the year in which the part-time or casual employee performs 1,000 hours of service and for all hours worked thereafter. Notwithstanding the foregoing, and consistent with the provisions of Article IV, however, no employee hired for vacation periods or hired because of seasonal business increase shall be eligible to participate in the Central States Southeast and Southwest Areas Pension Fund.

Section 3: The Employer shall have the annual right to reopen the contract during the life of this contract by serving a thirty (30) day notice to the Union for the sole and only purpose of attempting to negotiate the employers participation into the Central States Hybrid Direct Attribution Withdrawal Liability Method Plan or any other alternative plan that is mutually agreeable.

ARTICLE XVII

UNIFORMS

The Employer shall require its employees to wear uniforms. The Employer shall pay one-half (1/2) of the actual cost of such uniforms. A complete list of the cost of such uniforms shall be posted before employees are required to order same. Mechanics shall be furnished clean uniforms daily (5 per week).

ARTICLE XVIII

LEAVE OF ABSENCE

Upon the employee's request, the Employer shall grant a leave of absence for a period of up to sixty (60) days. The employee on leave cannot work at another job while on leave. While on leave the employee shall lose no seniority and upon his return shall be placed back on his regular position at the prevailing rate.

ARTICLE XIX

CREDIT UNION

The Employer agrees that upon written request of any employee covered by this Agreement, it will make one (1) deduction per week from the earnings due the employee and will remit such amount to the Ohio Teamsters Credit Union, Inc., once (1) each month, with the name of the contributing employees and the amount contributed.

ARTICLE XX

SENIORITY

Seniority is defined as the length of continuous service with the Employer in the bargaining unit stated in Article II of this Agreement.

An employee shall lose his seniority for any of the following reasons:

1. Voluntary quit.
2. Discharge for just cause and such discharge is not reversed by way of grievance-arbitration procedure.

Seniority shall prevail in any and all cases providing the employee is capable of performing the job assigned.

LRS-61

**Memorandum of Understanding
Between
Tennessee Valley Authority
and the
Tennessee Valley Trades and Labor Council
Regarding
June 1, 2011 - May 31, 2016, Project Agreements**

Tennessee Valley Authority (TVA) and the Tennessee Valley Trades and Labor Council (Council) agree that, subject to TVA Chief Executive Officer approval, effective June 1, 2011, unless otherwise specified below, the Project Maintenance and Modification Agreement (PMMA), and the Construction Project Agreement (CPA), including the Office Construction and Modification Supplement to the Construction Project Agreement (CPA-S), herein collectively referred to as the Project Agreements, are revised as follows:

2. Term of Agreements between TVA and the Council

The current second sentence of PMMA Article XXVII:6 and CPA Article XIX:7 shall be replaced with the following:

Under this Article, this Project Agreement will be required in all covered contracts executed through May 31, 2016.

3. Term of Agreements between Contractor and the Council

PMMA Article XXVI and CPA Article XVIII shall be replaced with the following:

This Agreement shall be in full force and in effect through November 30, 2016, and shall continue from year-to-year thereafter unless 60 days' notice of termination is given by either the Council, or with TVA's concurrence, the Contractor.

4. Other Project Agreements Provisions

This Memorandum of Understanding (MOU) is for the purpose of revising the Project Agreements as specified above. All other terms of the Project Agreements are unchanged, and shall remain in full force and effect through May 31, 2016, in accordance with Sections 1 and 2 of this MOU.

AGREEMENT

BETWEEN

APEX SERVICE DIVISION

OF

TRANSERVICE LOGISTICS INC.

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL NO. 135

RECEIVED

APR 01 2014

**CONTRACT
DEPARTMENT**

ORIGINAL

December 29, 2013 to December 29, 2018

AGREEMENT by and between APEX SERVICE DIVISION OF TRANSERVICE LOGISTICS INC., (hereinafter referred to as "Employer") party of the first part, and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 135, (hereinafter individually called "Union"), party of the second part.

The parties hereto agree as follows:

ARTICLE 1 - SCOPE OF AGREEMENT - OPERATIONS COVERED

This Agreement is intended to govern wages, hours and working conditions of garage associates now employed and hereafter employed by Employer.

This Agreement shall be binding upon Employer, his or its successors, administrators, executors and assigns.

ARTICLE 2 - UNION SECURITY

Section 1. Recognition - Employer recognizes and acknowledges that the Union is the exclusive representative for the associates covered by this Agreement in the present unit of representation for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 2. Union Shop Membership Required - All present associates who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present associates who are not members of Union and all associates who are hired hereafter shall become and remain members in good standing of Union as condition of continued employment on and after the thirty-first (31st) day worked following the beginning of their employment or on and after the thirty-first (31st) day worked following the effective date of this Agreement or the date of execution of this Agreement, whichever is the later. It is understood that the current language in this section is only effective to the extent it is permitted by Indiana State and Federal law.

Section 3. Check-off - The Employer agrees to deduct from the pay of all associates covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to said Union all such deductions on or before the 15th of the month, for which the deduction was made. Where laws require written authorization by the associate, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Agreement.

All monies required to be checked off shall become the property of the entities for which it was intended at the time that such check-off is required to be made. All monies required to be checked off and paid over to other entities under this Agreement shall become the property of those entities for which it was intended at the time that such payment or check-off is required to be made.

Hours not worked for which holiday pay is received shall be counted as hours worked for the purpose of computing the number of hours in such work week after which the associate is entitled is overtime pay, unless the holiday falls on an associate's scheduled day off. In any holiday week, seniority associates shall not be laid off at any time during such week and shall be granted a full weeks pay or full weeks work in such holiday week. For example, a seniority associate who works five (5) days in a holiday week shall receive a minimum of six (6) days straight-time pay.

ARTICLE 24 - SIXTH AND SEVENTH DAY

For all work performed on the Sixth (6th) day, associates shall be compensated at time and one-half (1 ½) straight-time rates. For all work performed on the seventh (7th) consecutive day, associates shall be compensated at two times (2x) the hourly rate. If a holiday falls on Sunday and is celebrated on Monday, Monday shall be considered as the holiday.

ARTICLE 25 - PENSION

Section 1. The Employer will contribute to the Central States Teamsters Pension Trust Fund (the "Pension Fund") in the manner described in Section 2.

Section 2. The Employer shall contribute weekly, the sum as follows for the duration of the Agreement.

<u>5/1/14</u>	<u>5/1/15</u>	<u>5/1/16</u>	<u>5/1/17</u>	<u>5/1/18</u>
\$204.70	\$217.00	\$225.70	\$234.70	\$244.10

Section 3. The sums required by Section 2 above shall be remitted monthly to the Pension Fund. Such monthly payments shall be submitted to the Pension Fund on or before the 28th day of the month following the month in which these monies were accrued.

Section 4. Notwithstanding the provisions of Article 25, Section 3, the Union may suspend the operations of a delinquent employer ten (10) working days after receipt of a verification by telegram, registered or certified mail that such Employer is delinquent. Copies of the verification shall be sent by the Administrator of the Pension Fund to the Employer, and the Union.

Section 5. Failure on the part of the Employer to contribute as specified hereinabove shall make him liable for all claims, damages, attorneys fees, court cost, plus all arrears in payment plus ten percent (10%) penalty, providing said failure is substantive.

Section 6. (a) The Employer shall complete and deliver to the Pension Fund, on forms supplied by the Pension Fund, an Employer's report, stating the name, social security number, and total contributions paid or due by Employer to the Pension Fund for each regular, probationary, extra or part-time associate employed by Employer during the previous calendar month.

(b) The Trustees of the Pension Fund shall have the right to require any Employer covered by this Agreement to make available to the Trustees or their duly accredited representatives all time cards, payroll records, social security records, withholding tax records, and state or municipal wage and income tax records for any or all associates covered by the Agreement.

Section 7. By the execution of this Agreement, the Employer is bound by the Agreement and Declaration of Trust; hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 8. If any associate is granted a leave of absence, the Employer shall use its best effort to collect from said associate, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 9. If a regular associate is absent because of illness or off the job injury for two (2) consecutive weeks and notifies the Employer of such absence, Employer shall make the required contributions from the first day for a maximum of four (4) weeks. Verification from a physician is required. If an associate is injured on the job, Employer shall continue to pay the required contributions until such associate returns to work. However, during any period of such on the job injury, contributions shall not be paid for a period of more than six (6) months. The amount of such contributions shall be that required to maintain the associate's eligibility during such period of absence.

Section 10 (401K Weekly Contribution).

<u>12/30/13</u>	<u>12/29/14</u>	<u>12/28/15</u>	<u>12/27/16</u>	<u>12/26/17</u>
\$20.00	\$22.00	\$22.00	\$22.00	\$24.00

ARTICLE 26 - MANAGEMENT SECURITY

Section 1. Union recognizes that Employer must keep abreast of developments in methods of distribution, and must operate efficiently and economically if they are to be able to meet rising cost of operation, including rates of pay and working conditions to members of Union. Accordingly, Union agrees that it will cooperate with Employer to the end that his business may be operated efficiently and further agrees that it will not interfere in any way with Employer's right to operate and manage its or his business, provided that nothing herein will permit Employer to violate any of the terms and conditions of the Agreement.

Section 2. Union agrees that Employer shall be entitled to "a day's work for a day's pay." There shall be no pyramiding of overtime.

Section 3. If the Steward or associate members of Union, feel that Employer in any way violates this Agreement, the matter shall be handled in the manner outlined by the grievance procedure in this Agreement.

Section 4. Employer shall have the right to require of each applicant for employment, that he fill out a reasonable job application.

MASTER AGREEMENT

BETWEEN

TRUCKRITE TRANSPORT DIVISION

OF

TRANSERVICE LOGISTICS INC.

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL NO. 135

December 29, 2013 to December 29, 2018

RECEIVED

APR 01 2014

**CONTRACT
DEPARTMENT**

AGREEMENT by and between TRUCKRITE TRANSPORT DIVISION OF TRANSERVICE LOGISTICS INC. (hereinafter referred to as "Employer") party of the first part, and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 135, (hereinafter individually called "Union"), party of the second part.

The parties hereto agree as follows:

ARTICLE 1 - SCOPE OF AGREEMENT - OPERATIONS COVERED

This Agreement is intended to govern wages, hours and working conditions of driver associates now employed and hereafter employed by Employer.

This Agreement shall be binding upon Employer, his or its successors, administrators, executors and assigns.

ARTICLE 2 - UNION SECURITY

Section 1. Recognition - Employer recognizes and acknowledges that the Union is the exclusive representative for the associates covered by this Agreement in the present unit of representation for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 2. Union Shop Membership Required - All present associates who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present associates who are not members of Union and all associates who are hired hereafter shall become and remain members in good standing of Union as condition of continued employment on and after the thirty-first (31st) day worked following the beginning of their employment or on and after the thirty-first (31st) day worked following the effective date of this Agreement or the date of execution of this Agreement, whichever is the later. It is understood that the current language in this section is only effective to the extent it is permitted by Indiana State and Federal law.

Section 3. Checkoff - The Employer agrees to deduct from the pay of all associates covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to said Union all such deductions on or before the 15th of the month, for which the deduction was made. Where laws require written authorization by the associate, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Agreement.

All monies required to be checked off shall become the property of the entities for which it was intended at the time that such check-off is required to be made. All monies required to be checked off and paid over to other entities under this Agreement shall become the property of those entities for which it was intended at the time that such payment or check-off is required to be made.

Section 2. Physical Examination - The Employer reserves the right to have its associates examined, at its expense, for illness or injuries which result in absences of more than twenty (20) days to determine the associate's fitness to return to work.

In the event an associate returns to work after a shorter absence, the Employer may require the associate to undergo an Employer paid physical examination only in the most serious case. It is understood and agreed that this privilege will not be abused. Should an associate lose time from work due to such examination, he/she will be paid for time lost from work for such a physical examination.

Section 3. D.O.T. Physical - The Employer will pay physician's expenses for employees going to Employer's physician for their D.O.T. Physical. Employees electing to have their D.O.T. Physical performed by their own physician, will not receive any allowance.

ARTICLE 18 - DRIVER'S LICENSE SUSPENSION

If an associate suffers a suspension or revocation of his driving privileges, (by any action of any judicial or administrative body), Employer shall give such an associate an opportunity to perform other work in which driving is not required, if such work is available. At the conclusion of the period of suspension or revocation (provided such period is not in excess of two (2) year of an associate's driving privileges) he/she shall be returned to the Employer's seniority list without loss of seniority and in the same seniority status as he enjoyed previously. Any discipline imposed upon an associate by Employer due to circumstances arising out of an associate's driving activities on Employer's time which circumstances also result in the suspension or revocation of an associate's driving privilege, shall be treated through the grievance procedure in accordance with the terms of this Agreement.

ARTICLE 19 - SICK AND PERSONAL

SICK & PERSONAL DAYS - Five (5) days for employees:

All associates will be pro-rated to December 31, each year and will run from calendar year to calendar year thereafter.

ARTICLE 20 - PENSION

Section 1. The Employer will contribute to the Central States Teamsters Pension Trust Fund (the "Pension Fund") in the manner described in Section 2.

Section 2. The Employer shall contribute weekly, the sum as follows:

<u>5/1/14</u>	<u>5/1/15</u>	<u>5/1/16</u>	<u>5/1/17</u>	<u>5/1/18</u>
\$279.20	\$296.00	\$307.80	\$320.10	\$332.90

Section 3. There shall be no other pension fund under this Agreement for operations under this Agreement. Payment, per day, shall be as follows:

Section 4. Contributions shall be made as set forth in Section 2 above for each day worked for each probationary or casual associate covered by the Agreement on the Employer's payroll.

<u>5/1/14</u>	<u>5/1/15</u>	<u>5/1/16</u>	<u>5/1/17</u>	<u>5/1/18</u>
\$56.64	\$60.00	\$62.36	\$64.82	\$67.38

Contributions to the Pension Fund as set forth above shall be made for each seniority associate for each day worked, or if not worked, paid for pursuant to the terms of this Agreement covering Holidays, vacations and paid sick leave (not worked) to a maximum of eight (8) or ten (10) hours per day or forty (40) hours per week.

Section 5. The sums required by Section 2 and 4 above shall be remitted monthly to the Pension Fund. Such monthly payments shall be submitted to the Pension Fund on or before the 15th day of the month following the month in which these monies were accrued.

Section 6. Notwithstanding the provisions of Article 21, Section 5, the Union may suspend the operations of a delinquent Employer ten (10) working days after receipt of a verification by telegram, registered or certified mail that such Employer is delinquent. Copies of the verification shall be sent by the Administrator of the Pension Fund to the Employer, and the Union.

Section 7. Failure on the part of the Employer to contribute as specified hereinabove shall make it liable for all claims, damages, attorneys fees, court cost, plus all arrears in payment plus ten percent (10%) penalty, providing said failure is substantive.

Section 8. (a) The Employer shall complete and deliver to the Pension Fund, on forms supplied by the Pension Fund, an Employer's report, stating the name, social security number, and total contributions paid or due by Employer to the Pension Fund for each regular, probationary, extra or part-time associate employed by Employer during the previous calendar month.

(b) The Trustees of the Pension Fund shall have the right to require any Employer covered by this Agreement to make available to the Trustees or their duly accredited representatives all time cards, payroll records, social security records, withholding tax records, and state or municipal wage and income tax records for any or all associates covered by the Agreement.

Section 9. By the execution of this Agreement, the Employer is bound by the Agreement and Declaration of Trust; hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 10. If any associate is granted a leave of absence, the Employer shall use its best effort to collect from said associate prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 11. If a regular associate is absent because of illness or off the job injury and notifies the Employer of such absence, Employer shall make the required contributions from the first day for a maximum of four (4) weeks. Verification from a physician is required. If an associate is injured on the job, Employer shall continue to pay the required contributions until such associate returns to work. However, during any period of such on the job injury, contributions shall not be paid for a period of more than six (6) months. The amount of such contributions shall be that required to maintain the associate's eligibility during such period of absence.

ARTICLE 21 - MANAGEMENT SECURITY

Section 1. Union recognizes that Employer must keep abreast of developments in methods of distribution, and must operate efficiently and economically if they are to be able to meet rising cost of operation, including rates of pay and working conditions to members of Union. Accordingly, Union agrees that it will cooperate with Employer to the end that its business may be operated efficiently and further agrees that it will not interfere in any way with Employer's right to operate and manage its business, provided that nothing herein will permit Employer to violate any of the terms and conditions of the Agreement.

Section 2. Union agrees that Employer shall be entitled to "a day's work for a day's pay." There shall be no pyramiding of overtime.

Section 3. If the Steward or associates, members of Union, feel that Employer in any way violates this Agreement, the matter shall be handled in the manner outlined by the grievance procedure in this Agreement.

Section 4. Employer shall have the right to require of each applicant for a job that he/she fill out a reasonable job application.

Section 5. The Union acknowledges that Employer has the right to have its representatives make time studies, check or investigate overtime conditions.

Section 6. No associate shall take time off while being paid by Employer, except with specific approval of Employer.

ARTICLE 22 - MUTUAL GUARANTEES

Section 1. Without the consent of Employer, Union will not enter into any Agreement or have any understanding with any carrier of any type covered by this Agreement which gives to such carrier any better terms as to wages, hours or working conditions than those expressed in this Agreement.

Section 2. When Employer and Union shall have agreed in writing upon interpretations of this Agreement or Company Rules for the conduct of associates, such interpretations or Rules shall be regarded as part of this Agreement.

UNION CONTRACT AGREEMENT

Teamsters Local Union #89

and

Transervice Logistics, INC.
Kentucky Transport Division

Effective February 1, 2013 Thru January 31 2019

3813 Taylor Blvd
Louisville, Kentucky 40215-2695
PHONE (502) 368-5885
TOLL FREE (800) 782-0896
FAX (502) 366-2009

OFFICERS

FRED ZUCKERMAN
President & Business Agent

COLVIN "JOHN" BOLTON
Secretary-Treasurer

AVRAL THOMPSON
Vice-President

BEN BRAMBLE
Recording Secretary

TRUSTEES

KEN LAUERSDORF
PAUL MCINTOSH
JEFF COOPER

RECEIVED

FEB 14 2013

CONTRACT
DEPARTMENT



ARTICLE 1 SCOPE OF AGREEMENT

This AGREEMENT is entered into by and between General Drivers, Warehousemen & Helpers Local Union 89, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the Union, and Transservice Logistics, Inc., Kentucky Transport Division; hereinafter referred to as the Employer, a New York Corporation.

SECTION 1.1 – Scope and Coverage of Agreement

The Employer recognizes the Union, its agents, representatives or successors, as the exclusive bargaining representative for all employees in all work and in all classifications as done previous to Transservice Logistics, Inc. securing said work in the following bargaining unit : All transportations and garage employees, employed by TRANSERVICE LOGISTICS, INC.; at its warehouse located at 2000 Nelson Miller Parkway, excluding all building maintenance employees represented by SEIU Local Union 320, clerical employees, office employees, professional employees, guards, and supervisors as defined by the National Labor Relations Act.

SECTION 1.2 – Successors & Assigns

The Employer's obligations under this Agreement 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 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 such 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, consolidation or spin-offs or any other method by which business is transferred.

Corporate re-organizations by the 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.

In the event the Employer fails to require the purchaser, the transferee or lessee to agree 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, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease, or other transaction by which the operations covered by this Agreement or any part thereof may be transferred.

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 negotiation known to the public or executes a contract or transaction as herein described whichever first occurs. The union shall also be advised of the exact nature of the transaction, not including financial details.

A week's pay will be determined by the average earnings for the fifty-two (52) weeks prior to the closing of the facility.

SECTION 47.2 - INELIGIBILITY FOR SEVERANCE PAY

In the event all or part of the Employer's contract with its customer is severed and the work is acquired by an outside company and all employees otherwise eligible under this Article are offered employment with all seniority (i.e. Kroger/Transervice) by such company, none of the provisions of this Article shall apply.

SECTION 47.3 - Elector of Severance Pay

An employee will inform the Employer within twenty-one (21) days upon his/her notification of permanent layoff as a result of a facility closing if he/she elects severance pay and upon so doing, severs all seniority rights.

ARTICLE 48 MOVING EXPENSES

SECTION 48.1 - Moving Expenses

In the event a full-time employee accepts a transfer rather than a permanent layoff due to the closing or moving its operation to another geographical area, the Employer will reimburse an employee so transferring for the cost of transporting household furnishings, not to exceed seventy five hundred (7,500) pounds.

SECTION 48.2 - Mileage Reimbursement

The Employer will reimburse such employee transferring at the rate of fifteen cents (\$.15) per mile for two (2) round trips from the new location to the former location.

SECTION 48.3 - Voluntary Redomiciling

The above provisions set forth in Sections 48.1 and 48.2 do not apply where an employee is redomiciled due to a voluntary bid.

ARTICLE 49 PENSIONS

SECTION 49.1- Coverage

Each full-time and part-time employee covered by this Agreement, who has been employed for thirty (30) days or more and is on the regular seniority list, and each temporary or any other non-regular employee will be covered by the Central States, Southeast and Southwest Areas Pension Fund.

SECTION 49.2 - Contributions

The Employer agrees to pay to the Central States Pension Fund the costs to maintain current pension benefits for the life of the CBA with no cost to the employee

Current	\$221.10	\$45.10 Daily
April 1, 2013	\$229.94 (4%)	\$46.90 Daily
April 1, 2014	\$239.14 (4%)	\$48.78 Daily
April 1, 2015	\$248.71 (4%)	\$50.73 Daily
April 1, 2016	\$258.66 (4%)	\$52.76 Daily
April 1, 2017	\$269.01 (4%)	\$54.87 Daily
April 1, 2018	MOB	MOB

The daily rates will apply only to casual employees and contributions will not exceed five (5) in any work week.

SECTION 49.3 Trust Agreement

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. The Union and the Employer agree to be bound by and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement, and rules adopted. Their signatures to this collective bargaining agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

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

If an employee is absent because of illness or off-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 Agreement shall be covered by the provisions of this paragraph once they have worked over 1,000 hours in a 12 month period, except for casual employees. The dates set forth in Section 49.2 regarding the dates of increase for pension contributions are subject to approval by the Pension Fund Trustees.

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

RETROACTIVITY

The Employer will make retroactive pension payments for all eligible employees back to February 15, 2007.

ARTICLE 50 HEALTH CARE

SECTION 50.1 - Health Benefits Central States modified C-4.

The Employer shall contribute to the Central States, Southeast Areas Health and Welfare Fund for each full-time employee performing work covered under this Agreement who has been on the payroll for thirty (30) calendar days. All other, non full-time, employees are excluded from the Health and Welfare Plan.

Collective Bargaining Agreement

Teamsters Local 554

And

Metro

July 1, 2012 to June 30, 2015

RECEIVED

FEB 06 2013

**CONTRACT
DEPARTMENT**

**AGREEMENT
BETWEEN
TRANSIT AUTHORITY OF THE CITY OF OMAHA; dba, METRO**

AND

GENERAL DRIVERS AND HELPERS UNION, LOCAL #554

THIS AGREEMENT, made and entered into, effective on July 1, 2012, by and between Transit Authority of the City of Omaha, an authority providing public motor bus transportation in Council Bluffs, Iowa, and adjacent communities under its charter authority hereinafter referred to as "Metro" and General Drivers and Helpers Union, Local #554, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, representatives of the Metro and General Drivers and Helpers Union, Local #554, are desirous of effecting an Agreement which will: (1) Provide for the fair treatment of Metro employees; (2) Provide a satisfactory means of manning the service; (3) Provide for the wages, rates of pay, hours of employment and other conditions of employment of Metro employees over whom General Drivers and Helpers Union, Local #554, has jurisdiction; (4) Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of said Agreement; and (5) Provide for such other arrangements which may be deemed advisable by the interested parties to safeguard their respective interests and establish and maintain harmonious relationships; and,

WHEREAS, Metro, a party to this Agreement, is a public utility and as such will be rendering service in the City of Council Bluffs, Iowa, and surrounding communities to the public generally, and it is the desire of the parties hereto that such service may be rendered in a manner that will best serve the public convenience and necessity without interruption; and,

WHEREAS, Metro recognizes the General Drivers and Helpers Union, Local #554, as the sole and exclusive collective bargaining representative of all operating employees of Metro in Council Bluffs, Iowa, excluding office and clerical employees, professional employees, guards, operating supervisor Dispatchers, shop supervisors as defined in the National Labor Relations Act; and,

**ARTICLE 29
PENSION PLAN**

Class 16

Effective the 2 day of July, 2006, Metro shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Benefit Class 16, the sum of ninety six dollars and thirty cents (\$96.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. This fund shall be the Central States, Southeast and Southwest, 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 Metro is are party to this Agreement are also parties. These provision shall apply in the subsequent years of this Agreement, effective on the dates and at the rates so indicated below:

<u>DATE</u>	<u>RATE</u>
Effective July 1, 2012 -	\$140.50 per week
Effective July 1, 2013 -	\$146.10 per week
Effective July 1, 2014 -	\$151.90 per week

By the execution of this Agreement, Metro authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate Metro 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 Metro of such absence, Metro shall continue to take the required contributions for a period of four (4) weeks. If an employee is injured on the job, Metro shall continue 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, Metro 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-drive compensation

Contribution 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 Metro 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 attorneys' fees and costs of collection.

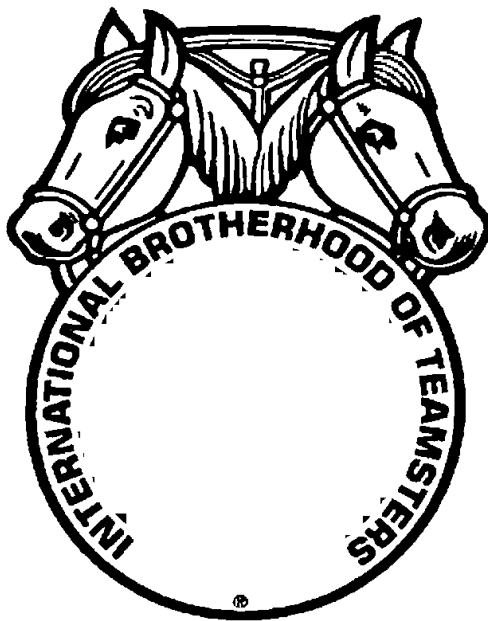
ARTICLE 30 HEALTH AND WELFARE BENEFITS

Effective on the dates listed below, Metro shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund, Plan "MM200", which is to be administered jointly by the parties, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

	<u>DATE</u>	<u>RATE</u>
Effective	July 1, 2012	Metro pays \$241.50 per week with 0% contribution
Effective	July 1, 2013	Metro pays \$253.60 per week with a 5% contribution of this cost retained by Metro from the employee.
Effective	July 1, 2014	Metro pays \$273.90 per week with a 6% contribution of this cost retained by Metro from the employee.

The Employer shall contribute the full amount to the Health and Welfare Plan as stated above in this article. The Employer shall then collect the Employee contribution as stated above through automatic payroll deduction, equally on every payroll check. In the event that the Employee is absent from work and the Employer cannot deduct the contribution until such time as the Employee returns, unless otherwise authorized by the Employee. The Employee is still responsible for all of the Health and Welfare contributions while absent. Should the Employee not pay their Health and Welfare contribution during their absence; the Employer shall then collect any and all past due contributions which are due upon the Employee's return. The Employer shall take into consideration the amount owed and work with the Employee an amount that is reasonable to both the Employee and the Employer; and may be spread out over multiple payroll checks. The Employee contribution which the Employer will pass through to the Health and Welfare Plan shall be governed by the Internal Revenue Service (IRS) Section 125 guidelines. This may change as dictated by the current Federal law. For specific information, refer to the IRS Section 125 guidelines.

LABOR AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 43
AND
TRANSIT MANAGEMENT
OF RACINE, INC.



RECEIVED

JAN 22 2013

**CONTRACT
DEPARTMENT**

July 1, 2012 to June 30, 2014

THIS AGREEMENT WAS MADE THIS 13 day of Dec., 2012, by and between **TRANSIT MANAGEMENT OF RACINE, INC.** a Wisconsin Corporation, hereinafter referred to as Employer and employees of Transit Management of Racine, Inc., through **TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 43**, Racine, Wisconsin, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, as sole bargaining agents of the aforementioned employees who comes under the jurisdiction of the Union.

WITNESSETH:

ARTICLE 1. THE AGREEMENT

The Employer and the Union agree to be bound by the terms of the agreement specified herein. This Agreement shall become effective as of the **first day of July 2012** and shall remain in effect through **June 30, 2014**.

The Employer and employees covered by this Agreement agree to work toward 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 possible, uniform conditions that will tend to stabilize and encourage the harmonious cooperation between the Employer and the employees, both parties have entered into this Agreement.

ARTICLE 2. UNION SECURITY CLAUSE

It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the unit which is the subject of this agreement shall make application for membership in the Union immediately upon commencement of the term of employment and become a member of the Union on or immediately after the thirtieth (30th) day following the beginning 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 person 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 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 failure to pay 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.

Probationary Employees.

A new employee shall work under a **ninety (90) calendar** day probationary period beginning from the day the employee completes training and enters into regular service, **which is defined as the first day driving in revenue service (following a satisfactorily completed mentored session)**. An employee's probationary period may be extended for **thirty (30) calendar** days by mutual agreement of the Employer and the Union.

The Employer will also reimburse a retiree under age 65 for out of pocket medical expenses exceeding \$1,000.00 per calendar year, including those arising from the difference in costs between the private insurance plan and the Central States "R4" plan for items such as office visit, deductibles and prescription co-payments.

Third: If a retiree is unable due to pre-existing medical conditions or other reasons to purchase private health insurance, they shall be covered by the City of Racine's retiree coverage program until age 65. Retiree monthly contributions shall be at the same rate as under the Central States "R4" plan.

The Union will notify the Employer of all changes to the "R4" contribution schedule and benefits within 30 days of Teamsters Local Union No. 43 becoming aware of such changes.

ARTICLE 20. PENSION PLAN

Effective **July 1, 2012**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum to **one hundred eighty two dollars and twenty cents (\$182.20)** per week for each full-time employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

Effective **June 30, 2013**, the Employer shall increase the sum to **one hundred ninety three dollars and ten cents (\$193.10)** per week for each 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 increase the sum to **two hundred four dollars and seventy cents (\$204.70)** per week for each full-time employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operation under this Agreement 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 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 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, if the employee so chooses.

Contributions to the pension fund must be made for each week on each regular full time 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 paragraph, provided that they are not in violation of any State or Federal law.

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. It is further understood that pension will only be provided for regular full-time employees, provided that they are not in violation of any State or Federal law.

In the event that a part-time employee works 1000 hours or more in a twelve (12) month period, the Employer shall begin making contributions on their behalf to the Central States Southeast and Southwest Areas Pension Fund for all time worked. Thereafter, such contributions shall be made at the **\$182.20** per week **July 1, 2012 to June 29, 2013** for each day worked, **\$193.10** per week **June 30, 2013 to June 28, 2014** for each day worked, and **\$204.70** per week **June 29, 2013 to June 27, 2015** for each day worked.

ARTICLE 21. JURY DUTY

The Employer will pay the difference between what the court pays and the daily wages for any employee who serves on the jury. When released from jury duty, said employee will report back to work within one hour to be available to continue their normal work hours, if possible.

ARTICLE 22. PHYSICAL EXAMINATIONS

Biennial physical examinations (every two years), company paid, are mandatory with examinations to include, vision, hearing, reflex, blood pressure, and communicable disease and cholesterol level (**lipid panel**) test. Examinations that are required for the purpose of Fed Med Card renewals will be completed prior to the employee's medical certification expiration date. Expenses for other physical or tests as required will be paid for by the Employer. The Employer may require random drug and alcohol testing. Physical examinations to be paid at two (2) hours pay.

If the physical examination by the Employer's physician shows the employee to be physically incapable of performing his/her duties and said employee is not satisfied, he/she may, at their own expense, be examined by a physician of their own choice. If the conclusion of the physician of their own choice and the Employer's physician is at variance as to the said employee's capability to perform the required work, then, and in that event, the two physicians shall choose a third physician and a majority decision of the three physicians shall be considered final. The cost of the third physician shall be shared by the Employer and the employee.

McCARTHY, LEONARD & KAEMMERER, L.C.

ATTORNEYS AT LAW

400 SOUTH WOODS MILL ROAD, SUITE 250

CHESTERFIELD, MISSOURI 63017-3481

314-392-5200

FAX 314-392-5221

www.mlkllaw.com

THOMAS W. MCCARTHY III
 ANDREW E. LEONARD
 MICHAEL C. KAEMMERER
 BRIAN E. MCCOY
 ROBERT L. STUBBS
 MATTHEW D. MCKENNA
 STEPHEN A. SMITH
 JOSEPH C. BLANCK
 JAMES P. TOWSE, JR.
 TERRY A. MASSA
 ROBERT A. MILLER
 JAMES R. WALSH
 KRISTEN L. MARY
 PETER A. ROTH
 BRYAN M. KAEMMERER
 TIMOTHY J. AHNENHOFER
 MARK G. NEELAN
 ANDREW M. LAMBERT

LAURA H. STODIE
 BENJAMIN W. SMITH
 TANYA CHARUMILIND
 CRISTA M. DITTER
 LINDSEY D. RENDLEN

* ALSO LICENSED IN ILLINOIS
 ** ALSO LICENSED IN INDIANA
 *** ALSO LICENSED IN COLORADO

October 1, 2012

Tom Cole
 Teamsters Local 618
 9040 Lackland Rd., Suite A
 Overland, MO 63114-5409

Dear Tom:

This pertains to Trenary Chevrolet located in O'Fallon, Missouri.

As an Addendum to the new Labor Agreement between the St. Louis Auto Dealers Association and Local 618 (of which Trenary was a participating Employer) and with specific reference to the scope of the unit, this is to confirm that historically the porter's classification at this Dealership has not been included in the bargaining unit. This is further to confirm that the unit at this Dealership does not in fact include porters.

Please indicate your agreement herewith by your signature in the place indicated below. Please note I have provided two originals such that I ask you to sign each, keep one for your records and return the other for mine.

Very truly yours,

Redacted by U.S. Department
 of the Treasury

SO AGREED:

Redacted by U.S. Department
 of the Treasury

AGREEMENT

BETWEEN AND BY

TRI-COUNTY ENTERPRISES, INC.

AND

TEAMSTERS LOCAL 614

EFFECTIVE DATES

APRIL 1, 2007 THROUGH MARCH 31, 2012

RECEIVED

JUL 09 2007

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April 1, 2007, effective until March 31, 2012 by and between Party of the First Part, TRI COUNTY ENTERPRISES INC PO Box 300 729, Waterford, Michigan 48330 hereinafter termed the EMPLOYER, and Party of the Second Part, TEAMSTERS LOCAL 614, INTERNATIONAL BROTHERHOOD OF TEAMSTERS OF NORTH AMERICA, hereinafter referred to as the UNION, agree to be bound by the terms and provisions of this Agreement.

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

WITNESSETH:

It is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE I Union Shop and Dues

Section 1. The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. The Employer agrees that any and all employees within the classification of work as herein provided shall be members of the Union in good standing as a condition of continued employment. When the Employer needs additional men, he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. If a non-member is hired, he shall work under the provisions of this Agreement, shall make application for membership in the Union, and become a member no later than the thirty-first (31st) day of his employment and shall thereafter maintain membership in good standing in the Union as a condition of continued employment.

Section 2. The Employer agrees to deduct from the employees' pay all dues, initiation fees and/or assessments of the Local Union and pay the same to such Local Union, for each and every employee who is a member of the Union; provided, however, that the Union presents to the Employer written and signed deduction slips for such dues, initiation fees and/or assessments.

Section 3. Check-off. If a grievance committee finds that an Employer has not remitted the check-off moneys to the Local Union, as required, and the Employer repeats the violation, the Local Union may strike upon 72 hours notice.

Section 4. Probationary Employees.

- a. A new probationary employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) cumulative work day basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members.

b. The lessee expressly reserves the right to control the manner, means and details of, and by which the driver of such leased equipment performs his services, as well as the ends to be accomplished.

c. It is further agreed that all certificated or permitted carriers hiring or leasing equipment owned and driven by the owner-operator shall file a true copy of the lease agreement covering the owner-operator equipment with the Joint State Committee. The terms of the lease shall cover only the equipment owned and driven by the owner operator and shall be in complete accord with the provisions of Section 10 a. of Article 5 of Act 254 of Public Acts of 1933 as amended, known as the Motor Carrier Act.

ARTICLE VIII

Health and Welfare, Pension, Sick Leave and Funeral Provisions

Section 1. Health and Welfare. The Employer shall contribute the following sums per week for each regular employee covered by this Agreement to MICHIGAN CONFERENCE HEALTH AND WELFARE.

April 1, 2007 - \$247.70 per Week
April 1, 2008 - \$278.55 per week
April 1, 2009 - \$304.35 per week
April 1, 2010 - \$327.95 per week
April 1, 2011 - To Be Negotiated

By execution of this agreement the Employer shall enter into appropriate trust agreements necessary for the administration of such fund or funds and shall designate the Employer Trustees under such agreement.

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

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to leave of absence being effective, sufficient moneys to pay the required contributions into the Health and Welfare Fund during the period of absence.

Contributions to the Health and Welfare Fund must be made for each week on each regular employee who has worked three (3) days during such workweek.

Section 2. Pension Effective April 1, 2007 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee covered under this Agreement who has been on the Employer's payroll for thirty (30) calendar days or more, regardless of whether they have met their probationary period or completed their training period:

April 1, 2007
\$19.20

April 1, 2008
\$20.70

April 1, 2009
\$22.40

April 1, 2010
\$24.70

April 1, 2011
\$26.10

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

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

Notwithstanding anything contained herein, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contributions to the Health and Welfare Fund or Funds or Pension Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours, notice to the Employer of such delinquency in Health and Welfare payments or Pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made.

Section 2. Sick Leave Rights.

- (a) In the event of an accident to an employee while on the job, the employee will be paid for the balance of his eight (8) hour shift for that day at straight time.
- (b) The Employer, commencing the fifth day after the accident occurs, will pay to the employee three (3) days' pay at his straight time rate, that is, twenty-four (24) hours of straight time pay, less such sums of money received by the employee from any health and accident policy held by him or covering him by the Employer, and/or any amounts received by him by way of Michigan Compensation Commission payments.
- (c) This accident payment plan shall apply only to those employees holding one or more years seniority with the Employer and shall be non-cumulative, but shall be based on three (3) days straight time pay for each six (6) months worked.

Section 3. Death Benefits. In the event of the death of a member of the employee's immediate family, that is, the employee's mother, father, legal spouse, brother, sister or child, the employee shall receive two (2) days of eight (8) hours straight time, regardless of the day of death or the day of the funeral and one (1) day off for purposes of attending said funeral.

ARTICLE IX Seniority

Section 1. Seniority rights for employees shall prevail.

Seniority shall be broken only by discharge, voluntary quit, or more than a two-(2) year layoff. In the event

**EXTENSION OF AGREEMENT BY AND BETWEEN LOCAL UNION NO. 614,
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS AND TRI-COUNTY ENTERPRISES, INC.**

Local Union No. 614, International Brotherhood of Teamsters ("Local 614") and Tri-County Enterprises, Inc. ("Tri-County") having previously entered into a Collective Bargaining Agreement, a copy of which is attached, bearing effective dates of April 1, 2007 through March 13, 2012.

The referred-to Collective Bargaining Agreement has expired and Local 614 and Tri-County wish to extend the terms and conditions of such Agreement for an additional three (3) year period commencing April 1, 2012 and terminating March 31, 2015.

This Extension Agreement is entered into the 15 day of September, 2012 and shall be effective retroactively and will provide as follows:

1. **ARTICLE VIII, SECTION 1, HEALTH AND WELFARE** will be amended to provide as follows:

April 1, 2012	\$346.20
April 1, 2013	\$372.85
April 1, 2014	To be determined.

2. **ARTICLE VIII, SECTION 2, PENSION** shall be amended to provide the following contributions on each member subject to this Agreement:

April 1, 2012	\$27.70
April 1, 2013	\$28.80
April 1, 2014	\$30.00

3. **TERMINATION DATE.** The Termination Date of the extended Collective Bargaining Agreement shall be March 31, 2015.

3/13/2013 - 3/12/2014

AGREEMENT

This Agreement made and entered into this ____ day of _____ by and between Trico Excavating, Inc., Appleton, Wisconsin, herein referred to as the "Employer" and Teamsters Local No. 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION AND SCOPE OF OPERATIONS COVERED

The Employer recognizes and acknowledges that the Union is the exclusive representative of all truck drivers employed in the classifications of work covered by this Agreement for the purposes of collective bargaining. This Agreement shall cover all work performed by employees of the Employer in the classifications of work covered by this Agreement within the geographical jurisdiction of the Union.

ARTICLE 2 - UNION SECURITY

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment.

All the present employees on the effective date of this Agreement who are not members of the Union shall become and remain members in good standing of the Union as a condition of employment on or after the seventh (7th) day following the effective date of this Agreement. All employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment or on or after the thirty-first (31st) day following the effective date of this Agreement, whichever is later. The provisions of this Agreement shall not be enforced unless the requirements of state law, if any, are met.

The Employer agrees to deduct from the wages of all employees covered by this Agreement the dues and initiation fees of the Union and agrees to remit to the Union all such deductions prior to the end of the month following the month for which the deduction is made. The Union agrees to present to the Employer a written authorization, signed by each employee, for whom such deductions will be made.

ARTICLE 3 - PROBATIONARY EMPLOYEES

A new employee shall work under the provisions of this Agreement but shall be employed on a thirty (30) day probationary period during which probationary period employees may be discharged or disciplined without further recourse. After completion

This weekly contribution shall be set forth by the Trustees of Central States Southeast and Southwest Area Health and Welfare Fund to maintain the M9 Program without retiree coverage effective September 30, 2007.

Employer to pay premium for any week in which the employee performs any work, twelve (12) months following the month in which the employee last worked in case of an on-the-job injury or illness.

The Employer agrees to allow the employees to make self-payments on the Group Insurance benefits provided in this Article for a period of eighteen (18) months following the month in which the employee last works. The employee must notify the Employer of intent to make self-payments on insurance at the time of layoff and must submit the premium to the Employer by the 10th of each succeeding month. In the event an employee has made self-payments for a given month and is recalled to work in that same month, the Employer shall refund the self-payment to the employee.

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 premiums for health insurance benefits provided under this Article, and after the proper official of the Local Union shall have given seventy-two hours' notice to the Employer of such delinquency in the payment of health insurance premiums, 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.

ARTICLE 19 - PENSIONS

Effective March 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$137.60 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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

By the execution of this Agreement, the Employer binds himself and becomes party to the Trust Agreement establishing the Central States, Southeast and Southwest Areas Pension Fund and authorizes the Employer parties thereto to designate the Employer trustees as provided under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

ARTICLE 20 - POSTING OF NOTICE

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

ARTICLE 21 - UNION COOPERATION

The Union as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the industry represented by the members of the Association.

ARTICLE 22 - INSPECTION PRIVILEGES

Union Business Agents shall have access to the Employer's place of business during working hours for the purpose of adjusting disputes and ascertaining that the Agreement is being adhered to.

ARTICLE 23 - HOURS OF WORK

The regular work week shall consist of-five (5) eight (8) hour days, Monday through Friday of each week.

Employee's regular hours of work shall normally be scheduled between the hours of 7:00 A.M. and 5:00 P.M.

The hours of work may be changed by mutual agreement.

Time and one half (1 1/2) shall be paid for all work in excess of eight (8) hours per day.

Time and one half (1 1/2) shall be paid for all hours worked on Saturday.

Double time (2) shall be paid for all work performed on Sunday and Holidays.

There shall be no split shifts.

Available employees shall be assigned work within their classification on the basis of seniority, i.e., starting time, overtime, etc., provided however, that the Employer retains the right to utilize his equipment and the men regularly assigned to meet the job

which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck.

ARTICLE 37 - TERMINATION

This Agreement shall be in full force and effect from March 13, 2013 to and including March 12, 2014 and shall continue from year to year thereafter until written notice of desire to cancel or terminate the Agreement is served by either party upon the other party at least sixty (60) days prior to such expiration.

Where no such cancellation or termination notice is served and the parties desire to continue the Agreement but also desire to negotiate changes, or revisions of the Agreement, either party may serve upon the other, at least sixty (60) days prior to March 12, 2014 or March 12 of any subsequent contract year, a notice that the party desires to revise or change the terms or conditions of the Agreement.

Revisions agreed upon or ordered shall be effective as of March 13, 2013 or March 13 of any subsequent contract year. The respective parties shall be permitted all legal and economic recourse to support their requests for revisions if the parties fail to agree thereon.

In the event of an inadvertent failure by either party to give the notice set forth in Paragraphs 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 paragraph, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Dated this day of 6th day of August 2013.

FOR THE EMPLOYER:
TRICO EXCAVATING, INC.

By Redacted by U.S. Department
of the Treasury

FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 662

By Redacted by U.S. Department
of the Treasury

Title *Pres*

Title: Business Representative

RECEIVED

OCT 18 2013

**CONTRACT
DEPARTMENT**

3/13/2013 - 3/12/2014

AGREEMENT

This Agreement made and entered into this ____ day of _____ by and between Trico Excavating, Inc., Appleton, Wisconsin, herein referred to as the "Employer" and Teamsters Local No. 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION AND SCOPE OF OPERATIONS COVERED

The Employer recognizes and acknowledges that the Union is the exclusive representative of all truck drivers employed in the classifications of work covered by this Agreement for the purposes of collective bargaining. This Agreement shall cover all work performed by employees of the Employer in the classifications of work covered by this Agreement within the geographical jurisdiction of the Union.

ARTICLE 2 - UNION SECURITY

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment.

All the present employees on the effective date of this Agreement who are not members of the Union shall become and remain members in good standing of the Union as a condition of employment on or after the seventh (7th) day following the effective date of this Agreement. All employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment or on or after the thirty-first (31st) day following the effective date of this Agreement, whichever is later. The provisions of this Agreement shall not be enforced unless the requirements of state law, if any, are met.

The Employer agrees to deduct from the wages of all employees covered by this Agreement the dues and initiation fees of the Union and agrees to remit to the Union all such deductions prior to the end of the month following the month for which the deduction is made. The Union agrees to present to the Employer a written authorization, signed by each employee, for whom such deductions will be made.

ARTICLE 3 - PROBATIONARY EMPLOYEES

A new employee shall work under the provisions of this Agreement but shall be employed on a thirty (30) day probationary period during which probationary period employees may be discharged or disciplined without further recourse. After completion

This weekly contribution shall be set forth by the Trustees of Central States Southeast and Southwest Area Health and Welfare Fund to maintain the M9 Program without retiree coverage effective September 30, 2007.

Employer to pay premium for any week in which the employee performs any work, twelve (12) months following the month in which the employee last worked in case of an on-the-job injury or illness.

The Employer agrees to allow the employees to make self-payments on the Group Insurance benefits provided in this Article for a period of eighteen (18) months following the month in which the employee last works. The employee must notify the Employer of intent to make self-payments on insurance at the time of layoff and must submit the premium to the Employer by the 10th of each succeeding month. In the event an employee has made self-payments for a given month and is recalled to work in that same month, the Employer shall refund the self-payment to the employee.

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 premiums for health insurance benefits provided under this Article, and after the proper official of the Local Union shall have given seventy-two hours' notice to the Employer of such delinquency in the payment of health insurance premiums, 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.

ARTICLE 19 - PENSIONS

Effective March 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$137.60 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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

By the execution of this Agreement, the Employer binds himself and becomes party to the Trust Agreement establishing the Central States, Southeast and Southwest Areas Pension Fund and authorizes the Employer parties thereto to designate the Employer trustees as provided under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

ARTICLE 20 - POSTING OF NOTICE

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

ARTICLE 21 - UNION COOPERATION

The Union as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the industry represented by the members of the Association.

ARTICLE 22 - INSPECTION PRIVILEGES

Union Business Agents shall have access to the Employer's place of business during working hours for the purpose of adjusting disputes and ascertaining that the Agreement is being adhered to.

ARTICLE 23 - HOURS OF WORK

The regular work week shall consist of-five (5) eight (8) hour days, Monday through Friday of each week.

Employee's regular hours of work shall normally be scheduled between the hours of 7:00 A.M. and 5:00 P.M.

The hours of work may be changed by mutual agreement.

Time and one half (1 1/2) shall be paid for all work in excess of eight (8) hours per day.

Time and one half (1 1/2) shall be paid for all hours worked on Saturday.

Double time (2) shall be paid for all work performed on Sunday and Holidays.

There shall be no split shifts.

Available employees shall be assigned work within their classification on the basis of seniority, i.e., starting time, overtime, etc., provided however, that the Employer retains the right to utilize his equipment and the men regularly assigned to meet the job

which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck.

ARTICLE 37 - TERMINATION

This Agreement shall be in full force and effect from March 13, 2013 to and including March 12, 2014 and shall continue from year to year thereafter until written notice of desire to cancel or terminate the Agreement is served by either party upon the other party at least sixty (60) days prior to such expiration.

Where no such cancellation or termination notice is served and the parties desire to continue the Agreement but also desire to negotiate changes, or revisions of the Agreement, either party may serve upon the other, at least sixty (60) days prior to March 12, 2014 or March 12 of any subsequent contract year, a notice that the party desires to revise or change the terms or conditions of the Agreement.

Revisions agreed upon or ordered shall be effective as of March 13, 2013 or March 13 of any subsequent contract year. The respective parties shall be permitted all legal and economic recourse to support their requests for revisions if the parties fail to agree thereon.

In the event of an inadvertent failure by either party to give the notice set forth in Paragraphs 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 paragraph, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Dated this day of 6th day of August 2013.

FOR THE EMPLOYER:
TRICO EXCAVATING, INC.

Redacted by U.S. Department
By of the Treasury

FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 662

Redacted by U.S. Department
By of the Treasury

Title *Pres*

Title: Business Representative

RECEIVED

OCT 18 2013

**CONTRACT
DEPARTMENT**

This Agreement made and entered into this 1st day of December 2012 by and between KEN TRIMBLE, INC., party of the first part, and TEAMSTERS LOCAL UNION NO. 627, affiliated with the International Brotherhood of Teamsters, party of the second part.

ARTICLE 1 RECOGNITION

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

Section 2: The term "employee" as used in this Agreement shall be defined as drivers and mechanics.

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

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

Section 5: The Union recognizes for the purpose of this contract, each member of the bargaining group, as separate entities and shall apply the conditions of this contract accordingly.

ARTICLE 2 UNION SHOP AND DUES

Section 1: Union Shop 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 defined 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 their employment. All present defined employees who are not members of the Local Union and all defined members 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 thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this subsection, whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

When the Employer needs additional men to be used in said defined

RECEIVED

DEC 14 2012

**CONTRACT
DEPARTMENT**

Section 3: Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Health and Welfare or Pension Funds, after the proper official of the Local Union has given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare or Pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 4: The Company shall continue to make the weekly contributions on all employees with one (1) or more years of seniority not to exceed four (4) weeks who are not working due to a layoff. When the employee is returned to work from layoff, the Employer will begin making the weekly contributions.

Section 5: By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to similar collective bargaining agreements signed with Teamsters Unions to enter into appropriate trust agreements necessary for the administration of such Fund, and to designated Employer Trustees under such trust agreements hereby waiving all notice thereof and ratifying all actions taken or to be taken by such trustees within the scope of their authority.

ARTICLE 14 PENSION FUND

Section 1: Effective May 1, 2012 and continuing through the life of this Agreement, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Twenty-four and eighty cents (\$124.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 1, 2013 the weekly contribution shall increase to One Hundred Thirty-two and thirty cents (\$132.30). Effective May 1, 2014 the weekly contribution shall increase to One Hundred Forty Dollars and twenty cents (\$140.20).

Section 2: This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts to which employers who are party to this contract are also parties.

Section 3: If an employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of

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

Section 4: 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.

Section 5: Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of a period in the payment of his contributions to the Health and Welfare or Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare or Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 15 UNAUTHORIZED ACTIVITY CLAUSE

Section 1: It is further mutually agreed that the Local Union will, within two (2) weeks of the signing of this Agreement, serve upon the company a written notice, which notice will list the Union's authorized representative who will deal with the company, make commitments for the Union generally and, in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slow down, walk out, or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its' members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the company, during the first twenty-four (24) hour period of such unauthorized stoppage of work shall have the sole and complete right of reasonable discipline, short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the company shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slow down, walk out or any other cessation of work and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 16 SEPARABILITY AND SAVINGS CLAUSE

Section 1: If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby.

Section 2: In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provisions of this contract to the contrary.

ARTICLE 17 EMERGENCY CLAUSE

Section 1: 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 renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 18 TERMINATION CLAUSE

Section 1: This Agreement covering the classifications of drivers and mechanics shall be in full force and effect from December 1, 2012 through April 30, 2015 and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify this Agreement is served by either party upon the other party sixty (60) days prior to the annual date of expiration.

Section 2: Any supplement to this Agreement mutually agreed to by both parties hereafter becomes a part of this Agreement.

KEN TRIMBLE, INC.

TEA Redacted by U.S. Department
of the Treasury

By Redacted by U.S. Department
of the Treasury

2/7/12 By

By Redacted by U.S.
Department of the Treasury

2/7/12 By

RECEIVED

DEC 14 2012

CONTRACT
DEPARTMENT

**AGREEMENT
BETWEEN
TRIUMPH TRUCKING OF NEWBURGH, LTD. AND
TEAMSTERS LOCAL 964**

Effective July 1, 2011 through June 30, 2016

RECEIVED

APR 08 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2011, by and between TRIUMPH TRUCKING OF NEWBURGH, LTD. (hereinafter referred to as the "Employer" and Teamsters Local 964, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

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

ARTICLE I RECOGNITION

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

ARTICLE II MANAGEMENT RIGHTS

Section 1.

(a) Except to the extent expressly limited by the Specific terms and provisions of this Agreement, the Employer shall have, solely and exclusively, all rights to manage the business as may arise subsequent to the execution of this Agreement and as existed prior to the execution of this Agreement.

(b) The rights mentioned in (a) above shall include, but shall not be confined to, the following:

- (1) The right to determine, and from time to time redetermine, the number, location, and type of operations, the methods, process and means of operation, and the materials of production and operation to be used;
- (2) The right to determine the number of hours per day or per week operations shall be carried on and the right to hire, promote, assign to shifts maintain discipline and efficiency, and to discharge employees;
- (3) The right to determine the starting and quitting times and to establish, change, combine, or abolish job classification, and to determine the number, types and qualifications of employees required; and
- (4) The right to make work assignments to employees and to establish working rules.

ARTICLE XII
FUNERAL LEAVE

In the event of a death in the family (father, mother, father-in-law, mother-in-law, wife, husband, brother, sister, son or daughter, grandparents, and step-children), an employee employed for more than sixty (60) days shall be entitled to no more than three (3) work days off to attend the funeral. To be paid for time taken as funeral leave, an employee must provide the Employer with verification of the funeral services attended. Pay for funeral leave days will be calculated in the same manner as vacation days. Funeral pay will be for compensable time only.

ARTICLE XIII
PENSION

The Employer agrees to contribute to the Teamsters' Central States Pension Fund as per the established rates. Employees will make pension contributions according to the following:

Employee Pension Contributions:

- a. First year of employment – No employee contribution.
- b. Second and third years of employment:
 - i. First year of the Contract - \$10.00 per week
 - ii. Second year of the Contract - \$12.00 per week
 - iii. Third year of the Contract - \$14.00 per week
 - iv. Fourth year of the Contract - \$16.00 per week
 - v. Fifth year of the Contract - \$18.00 per week
- c. Starting after the completion of three full years of employment with the Company, employees will contribute the following amounts through weekly payroll deductions:
 - i. First year of the Contract - \$42.80 per week
 - ii. Second year of the Contract - \$46.20 per week
 - iii. Third year of the Contract – 48.95 per week
 - iv. Fourth year of the Contract - \$51.90 per week
 - v. Fifth year of the Contract - \$55.00 per week.

KANSAS CITY DRIVER & MECHANIC AGREEMENT

BETWEEN

TRUE VALUE COMPANY

AND

**BUILDING MATERIAL, EXCAVATING, HEAVY
HAULERS, DRIVERS, HELPERS AND WAREHOUSEMEN**

**LOCAL UNION NO. 541 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

February 17, 2014 through January 31, 2018

MAY 1 C 2014

**COMMITTEE
OFFICE**

THIS AGREEMENT made and entered into this 17th day of February, 2014, by and between TRUE VALUE COMPANY of 14900 U.S. Highway 71, Kansas City, Missouri, hereinafter referred to as the "Company" and Local 541, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION, CONDITION OF EMPLOYMENT, CHECK OFF, PROBATIONARY ASSOCIATES, WORK ASSIGNMENTS

Section 1 - RECOGNITION

(a) The Company recognizes the Union as the bargaining agency for all drivers and mechanics employed by the Company at 14900 U.S. Highway 71, Kansas City, Missouri, and any facility operated by True Value in Teamsters Local 541 jurisdiction, as drivers and mechanics, which drivers and mechanics are hereinafter referred to as the "Associates".

(b) It is negotiated for the purpose of specifying wage schedules, hours of work, conditions of employment, adjustment of grievances and for the further purpose of preventing strikes, lockouts, and other disturbances, thus ensuring and perpetuating harmonious relations between the Company and the Union.

(c) The Company's rights are limited contractually only by the expressed intention of the specific provisions of this Agreement. The Union recognizes that the Company shall have full authority in the operation of all branches of its business, including the right to employ any person it may see fit and to discharge any Associate for just cause.

Section 2 - CONDITION OF EMPLOYMENT

It shall be a condition of employment that all Associates of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and it shall also be a condition of employment that all Associates covered by this Agreement who are not members on the effective date of this Agreement, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

Section 3 - CHECK OFF

(a) The Company shall notify the Union in writing on the first (1st) or fifteenth (15th) day of each month the names of all persons employed during the preceding period. New Associates may be solicited for Union membership by the Union but not on Company time or on the Company's premises.

(b) Whenever any Associate covered by this Agreement has executed and delivered to the Company a proper written assignment for the deduction of Union dues, initiation fees or assessments by the Company from an Associate's wage, the Company agrees to make such deductions and to send the Company's check for the amount so deducted, together with a list of the individuals from whom the deductions were made to the Union each month. The Union agrees to indemnify and hold the Company harmless from any claim or liability which might be incurred by the Company in connection with complying with the provisions of this paragraph and Section 2 - Condition of Employment.

arbitration; nor shall his authority exist or extend in any way beyond the expiration of this Agreement except as regards grievances timely reduced to writing before the expiration of the Agreement.

(c) During the pendency of grievances or arbitration, neither party shall use coercive or retaliating measures to compel the other party to accede to its demands.

(d) Warning notices issued to Associates for violations of Company rules or the terms of this Agreement shall remain in effect for nine (9) months from date of issuance.

ARTICLE 9 - NO LOCKOUT - NO STRIKE

(a) There shall be no lockout by the Company, and the Union will not cause or sanction any Associates represented by it to cause or participate in any strike, slowdown or interruption of production during the term of this Agreement. Participation during the term of this Agreement, in any strike, work stoppage, walkout or deliberate slowdown of work, or interruption of production shall be just cause for discharge of any or all Associates participating therein. The Union shall not be liable for monetary damages because of wildcat strikes which are not authorized, supported or ratified by its officers, or by duly authorized agents of the Union.

(b) The Company recognizes the right of individual Associates who are members of the Union to refuse to cross a picket line established by other Associates of the Kansas City Distribution Center who are members of Teamsters Local 541 when said picket line has been approved by Teamsters Local 541, and agrees that such refusal shall not constitute a strike or breach of this Agreement. No disciplinary action will be taken against any Associate for such refusal.

ARTICLE 10 - SICK PAY - HEALTH & WELFARE - PENSION

The Union hereby approves the following Associates' Sick Pay, Health and Welfare, and Pension plans between the Union and the Company.

(a) **SICK PAY:** Full-time Associates will be credited with one and one-quarter (1-1/4) day's sick pay for each complete calendar quarter with a maximum of five (5) days in any calendar year. Associates can be paid for up to one (1) twelve (12) hours sick day per quarter when used. If not used in quarter available, all unused sick days will be paid out on or about December 20.

If employment is terminated prior to the end of the calendar year, an Associate is entitled to sick pay based on the number of calendar quarters completed prior to separation date. No fractional part of calendar quarters will be counted in making the above determination.

(b) **HEALTH & WELFARE:** The Company shall pay the entire cost of the Mo-Kan Teamsters Health and Welfare Plan on behalf of all full-time and part-time drivers and mechanics. Each driver and mechanic will make weekly cost sharing payments of twenty-five percent (25%) of the total cost of the plan, through payroll deduction. The Company contribution increase will be capped at eight percent (8%) per year. Any increase over eight percent (8%) per year will be paid by the employee.

Contributions shall be an amount equal to Five Dollars and twenty cents (\$5.20) per hour for forty (40) hours per week for fifty-two (52) weeks per year on behalf of each driver and mechanic through the term of this Agreement, unless the Company is notified by the Union in advance of any increase in premiums.

(c) **PENSION:** Pension contributions will be governed by the Central States Area Over-the-Road Motor Freight Agreement (17B Plan). The Company will pay the applicable daily rate on behalf of each driver and mechanic for participation in Central States Pension Plan 17B. Each Associate will contribute Thirty-Five Dollars (\$35.00) per week toward the total cost of participation in the Central States Pension Plan 17B through payroll deduction.

ARTICLE 11 - INJURY ON THE JOB

Any Associate sustaining injuries which are compensable under the Workers' Compensation Act who is sent to a doctor and returns to work during the Associate's regular working hours the same day shall be paid by the Company the applicable wage rate for such time thereby lost on such day by such Associate; and if the Associate shall on any subsequent day on which the Associate performs work for the Company, go to the Company doctor for treatment of such injury during the Associate's regular working hours, the Associate shall be paid by the Company the applicable wage rate for such time thereby lost on such day by such Associate. Should an injured Associate be admitted to the hospital or be instructed by the Company or the doctor to refrain from performing further work on the day such Associate is injured, such Associate shall receive the applicable hourly rate for the entire work day.

ARTICLE 12 - SAFETY

The Company will continue to make reasonable provisions for the safety and health of its Associates during the hours of their employment in accordance with all National, State and local safety laws. The Union and the Associates agree to abide by all National, State and local safety laws and all safety laws heretofore or hereinafter established by the Company.

ARTICLE 13 - NON-DISCRIMINATION

There shall be no discrimination by the Union or the Company of any kind against any Associate on account of race, religion, ancestry, national origin, age, color, creed or sex.

ARTICLE 14 – CLASSIFICATIONS – WAGE RATES – OTHER COMPENSATION

Section 1 – Driver Pay

Associates will be compensated for all time spent in the service of the Company.

(a) The rate of pay for freight drops and pick-ups made at Member Stores shall be as follows:

One (1) – Two (2) freight drops	Fifty Dollars (\$50.00)
Three (3) – Six (6) freight drops.....	Sixty-Five Dollars (\$65.00)
Seven (7) – Ten (10) freight drops.....	Seventy-Five Dollars (\$75.00)
Eleven (11) freight drops and above.....	Eighty-Five Dollars (\$85.00)

These drop rates will apply to all Road drivers and City bid routes.

AGREEMENT

BETWEEN

TRUMBULL CEMENT PRODUCTS COMPANY

AND

TEAMSTERS LOCAL UNION 377



RECEIVED

MAY 03 2012

**CONTRACT
DEPARTMENT**

MARCH 31, 2012 THROUGH MARCH 31, 2016

TRUMBULL CEMENT PRODUCT COMPANY

This Agreement, made and entered into at Youngstown, Ohio, by and between the TRUMBULL CEMENT PRODUCT COMPANY, hereinafter collectively and individually designated as the "Employer", and TEAMSTERS LOCAL UNION 377, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1.1 The Employer agrees to recognize, and does hereby recognize, the Union, its Agents, Representatives, or Successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined.

Section 1.2 The term "employee", as used in this Agreement, shall include hourly rated Drivers, Helpers, and Yardmen.

Section 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.

Section 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.

Section 1.5 Supervisors shall not perform bargaining unit work inconsistent with the current established practice.

ARTICLE II UNION SHOP AND DUES

Section 2.1 The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 2.2 All present employees who are members of the Local Union on the effective date of this Subsection shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees

Section 21.6 In the event the Employer is delinquent at the end of a period in the payment of its contributions to the Health and Welfare Fund referred to in this Agreement in accordance with the rules and regulations of the Trustees of such Fund and the Employer's obligations under this Section, the employees or their representative shall have the right to take such action as is available to them for the costs of such action.

Section 21.7 Employees are to receive two (2) sick days per year. If not taken, the Company will reimburse at the end of the year for days not taken.

ARTICLE XXII **PENSION PLAN**

Section 22.1 The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the following:

Effective 3/31/2012	\$194.00 + \$11.00 weekly	\$.27 hourly
Effective 3/31/2013	\$201.80 + \$7.80 weekly	\$.19 hourly
Effective 3/31/2014	\$209.90 + \$8.10 weekly	\$.20 hourly
Effective 3/31/2015	\$218.30 + \$8.40 weekly	\$.21 hourly

The purpose of the said Fund is to afford Pension Benefits in accordance with the terms of the Pension Fund booklet.

Section 22.2 This Fund shall be administered by a Joint Committee of Trustees, half of whom shall be designated by the Union and half by the Employer who are or may become parties to Agreements with the Union providing for similar contributions by such Employers to the same Pension Fund. By the execution of this Agreement, the Employer hereby authorizes the said group of Employers and or the Trustees they may designate to enter into an appropriate Trust Agreement with representatives of the Union for the administration of the Pension Fund, waiving notice of and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority, provided, however, that such action does not operate so as to increase the obligation of the Employer to pay more than the weekly contributions above specified, nor so as to impose upon this Employer any obligation whatsoever other than the making of such payment.

Section 22.3 Casual or spot labor shall not be covered by this Agreement.

ARTICLE XXIII **FUNERAL LEAVE**

Section 23.1 In the event of a death in the immediate family, an employee will be allowed as "leave" the three (3) days immediately following the death, with straight time pay for any of the three (3) days which are regularly scheduled working days. Members of the immediate family

AGREEMENT

between

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

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

and

TUBE CITY IMS, LLC

04/01/13 – 03/31/16

RECEIVED

JUN 19 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is entered into by and between Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter known as the Union, and TUBE CITY IMS, LLC, hereinafter known as the Employer.

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

ARTICLE 1. RECOGNITION.

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in regard to wages, hours and other terms and conditions of employment for all truck drivers employed by the Employer at its AK Steel, Middletown, Ohio facility, excluding all other production and maintenance employees, office clerical employees, professional employees, guards and supervisors as defined by the National Labor Relations Act ("Act") and agrees to operate said facility on a Union shop basis in accordance with the Act.

Tube City IMS, LLC may assign this agreement to International Mill Service, Inc. at any time upon notice to the Union. Provided that the assignment of the contract shall not alter the terms and conditions of the existing agreements and the Union members covered by their respective agreement.

ARTICLE 2. MANAGEMENT RIGHTS.

Subject to the provisions of this Agreement, the Employer retains the exclusive right to manage the business and the facility and to direct the working force. The right to manage the business and facility and to direct the working force includes, but is not limited to, the right to hire, assign work to employees, suspend or discharge employees for just cause, to transfer employees within the facility, to relieve employees from duty because of lack of work, and to devise and implement work rules.

ARTICLE 3. NON-DISCRIMINATION.

Section 1. The Employer and the Union agree that there will be no discrimination towards an employee because of race, color, religion, age, sex or nationality.

The Employer agrees that there will be no discrimination towards an employee because of his membership in the Union or for his Union activities or affiliation with his/her Union or for fulfilling his/her Union rights or activities or his seniority position with the employer or the Union.

thirty (30) days written notice to the Union, reopen this Agreement solely for the limited purpose of reviewing the amount of Employer contributions to the Fund.

ARTICLE 14. PENSION PLAN.

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

Effective 04/01/13	\$268.80 per week per employee
Effective 04/01/14	\$279.60 per week per employee
Effective 04/01/15	\$290.80 per week per employee

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

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

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twenty-six (26) weeks, beginning with the first week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the pension fund during the period of absence, without loss of seniority.

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

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

Employees who work either temporarily, part-time, or in cases of emergency, under terms of this Agreement, shall be covered by the provisions of this article.

Upon termination, layoff, or discharge of any said employees, contributions to said fund for employee will stop with the last full week of employment.

ARTICLE 15. SENIORITY.

Employees who continuously remain in active employment for a period of one (1) month shall acquire seniority for the purpose of layoff and recall, providing said employee is qualified to perform the work. Upon mutual consent, the parties may agree to extend this period.

Seniority shall apply for the purpose of bidding shift selection. Employees shall be permitted to use their seniority to bump to another shift once every twelve (12) months from the date of shift change. Thereafter, when a vacancy occurs, the Company shall post the opening for fourteen (14) days. Members shall be able to bid on the shift in the fourteen (14) day period if they are interested. Once a member has been awarded a bid, he shall not be permitted to re-bid an opening for a period of twelve (12) months from the date of the award.

The Company must bid every time the schedule is changed to or from a twenty-one (21) turn. In those instances, the employee will keep his/her bump. A fourteen (14) day notice must be given upon commencement of the twenty-one (21) turn schedule. The Company will give as much notice as possible for discontinuation of the twenty-one (21) turn schedule.

All employees shall have the opportunity to be trained and qualified for all jobs under this Agreement providing they have requisite skill and ability.

Within the first sixty (60) days of employment, the Company will provide ample opportunity to be qualified and trained for all jobs covered under this agreement.

Seniority will be based on the last eligible date of hire.

No grievance for alleged violations of seniority as provided herein shall be accepted or honored unless the same is duly filed in writing within four (4) days of the occurrence, upon discovery of occurrence.

A qualified employee's seniority shall be terminated under the following conditions:

1. Employee quits or is discharged and is not reinstated.
2. Employee fails to report to work within four (4) days from date of receipt of certified mail. The Company will man job if unable to secure truck driver.
3. Employee has been continuously laid off for a period of twenty-four (24) months or time of service, whichever is least (only applies to new hires as of January, 2010).
4. Employee is off work for a period of eighteen (18) months for sickness or injury, except on-the-job injury.
5. Employee fails to keep Employer and Union notified of his correct address and telephone number.

ARTICLE 16. ALLOWANCE FOR FUNERAL LEAVE.

Employees with ninety (90) working days of employment will be permitted up to three (3) normally scheduled working days absence which fall within a two (2) consecutive calendar day period to make arrangements for and attend the funeral. Immediate family is defined as legal spouse, mother, father, son, daughter, grandparents,

TUBE CITY IMS LLC
ACCOUNT NO.: 8033608-0200-00100A

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, including regular, full-time, temporary, emergency, part-time or additional 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.

TUBE CITY IMS LLC

LOCAL UNION NO. 100

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

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

Title

Title

Date:

11-4-13

Date:

11-8-13

RECEIVED

NOV 07 2013

CONTRACT
DEPARTMENT

AGREEMENT

Made and entered into by and between TUCKER TIRE SERVICE, INC. hereto hereinafter called the "Employer", and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, hereinafter called the "Union".

RECOGNITION – The Employer recognizes the Union, within its present jurisdiction, (Franklin, Jefferson, Warren, St. Charles, Lincoln, St. Louis County, and the City of St. Louis) as the sole bargaining agent for the classifications described herein. It is further agreed that no other Labor Organization or group of employees shall be recognized in any form for any purpose respecting collective bargaining. The Company agrees that all duties coming under the jurisdiction of or specified in this contract shall be performed only by members of the bargaining unit herein described.

PURPOSE OF AGREEMENT

It is the intention of the parties that this Agreement will establish sound relations between the company and its employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Company may mutually benefit; assure a full day's work for a day's pay, and to facilitate peaceful adjustment of differences which may arise from time to time between the Company and the Union, or between the Company and any employees covered by this Agreement and to achieve uninterrupted operations in the plant and to achieve the highest level of employee performance consistent with safety, good health and sustained effort. This Agreement is intended to set forth all the rights of the Union and the employees, all of which arise as a result of this contract.

It is recognized that the interests of the Company and the interest of its employees are fundamentally the same since the Company must prosper if its employees are to prosper. This requires that both the Company and the employees work together to the end that quality and costs of products or service will prove increasingly more attractive to the customers of the business so that the business will be continuously successful. Accordingly, the Company and the Union do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the Company, of obtaining fair treatment for all employees of the Company, and of improving efficiency and economies so that both may prosper.

ARTICLE I

UNION SHOP, NEW EMPLOYEES, DUES, JURISDICTION, SHOP CARD

1.01 **UNION SECURITY** – It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31) day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date, shall, on the thirty-first (31) day following

6.09 PENSION – The Employer agrees to pay on the first (1st) day of each month into the Central States Southeast and Southwest Areas Pension Fund, on each employee covered by this Agreement as follows:

Effective May 1, 2014 - \$45.40 per week, per employee.

Effective May 1, 2015 - \$47.20 per week, per employee.

Effective May 1, 2016 - \$49.10 per week, per employee.

Employer contribution requirements shall be as follows:

(a) On each regular or extra employee who has been on the payroll thirty (30) days or more (Note 1).

(b) On each regular or extra employee who has worked in any week or portion thereof.

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

(d) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

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

NOTE 1: For purposes of defining “extra employees,” it is understood such employee is currently in the employ of the contributing employer having passed the thirty (30) day probationary period and works intermittently.

Any dispute with the Employer over its obligation to make contributions for any employee or group of employees which depends on the scope of this collective bargaining agreement, shall be subject to the exclusive remedy provided in Articles 11 and 12 of this Agreement; and provided, further that any disputes concerning claims for benefits shall be determined exclusively by the Trust.

6.10 TEAMSTERS NATIONAL 401(K) PLAN

Section 1. 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.

07/07/2004 08:41 3146527813
07/06/2004 08:42 3145338948

CENTRAL STATES

Fax: 8475189773

TUCKER TIRE SERVICE

TEAMSTER: 618

PAGE 02

PAGE 02

JUL 2 2004 0:27 7.00

TUCKER TIRE SERVICE, INC.
ACCOUNT NO.: 8036000-0102-618-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective May 1, 2004, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, other than a part-time, seasonal, replacement, or temporary employee. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time, seasonal, replacement, or temporary employee (temporary meaning an employee hired for short-term or sporadic periods) works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for all other employees.

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

TUCKER TIRE SERVICE, INC.

Redacted by U.S. Department
of the Treasury

11

Date: 7/07/04

Redacted by U.S. Department
of the Treasury

Date:

July 6, 2004

AGREEMENT

BETWEEN

W. L. TUCKER SUPPLY COMPANY

AND

**TEAMSTERS LOCAL UNION NO. 348
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

RECEIVED

JUN 25 2013

**CONTRACT
DEPARTMENT**

EFFECTIVE MAY 1, 2012 THROUGH APRIL 30, 2017

AGREEMENT

This Agreement by and between the W. L. Tucker Supply Company and the Teamsters Local Union No. 348, affiliated with the International Brotherhood of Teamsters.

WITNESSETH:

That for the purpose of promoting harmonious relationship between the employer and the employees, the employer and the union hereby agree as follows:

ARTICLE I UNION RECOGNITION AND UNION STEWARD

SECTION 1: The employer recognizes the union as the sole collective bargaining agent for collective bargaining on wages, hours, and working conditions of the following classifications of employees: mixer drivers (agitator and non-agitator), building supply drivers (single axle and multiple axle), warehousemen, yard men, batch man (manual control) and owner operator.

SECTION 2: The union shall appoint one (1) union steward. The union will advise the employer in writing of his name. The union steward shall be paid twenty-five cents (\$.25) per hour above the straight time hourly rate for his classification during the period he serves as union steward.

ARTICLE II UNION SECURITY & CHECK-OFF DUES

SECTION 1: The employer agrees that all employees covered by this agreement shall be required to join and remain members in good standing in the union, by the payment of initiation fees and membership dues, as a condition of continued employment on or after the thirtieth (30th) day following the beginning of their employment, or the effective date of this agreement, whichever is later. The employer shall notify the union in writing or by telephone as to the employee's date of original employment and also the dates of layoff and recall of employees.

SECTION 2: When the employer needs additional employees, he shall give the union equal opportunity with all other sources to provide suitable applicants. The employer shall not be required to hire the applicants referred by the union.

SECTION 3: The employer shall deduct from the pay of all employees covered by this agreement, union dues and initiation fees providing the employer has a signed authorization for such deduction. A check-off list shall be furnished monthly by the union officers as the union designates.

SECTION 4: The employer agrees to deduct from the paycheck of all employees covered by this agreement, voluntary contributions to D.R.I.V.E. The International D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The employer shall transmit to

Benefits shall be covered in a booklet attached and shall be amended and updated from time to time subject to the provisions of the Trust Agreement and Applicable law.

Retirees shall be covered by the Health and Welfare Fund from age 57 to age 65.

ARTICLE IX

PENSION

Effective May 1, 2012, the employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One -hundred forty one dollars and eighty cents (\$141.80) per week for each employee who has been on the payroll thirty (30) days or more.

Effective May 1, 2013, the employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One-hundred forty seven dollars and fifty cents (\$147.50) per week for each employee who has been on the payroll thirty (30) days or more.

Effective May 1, 2014, the employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One-hundred fifty three dollars and forty cents (\$153.40) per week for each employee who has been on the payroll thirty (30) days or more.

Effective May 1, 2015 the employer shall contribute to the Central States Southeast and Southwest Areas Pension fund the sum of One-hundred fifty nine dollars and fifty cents (\$159.50) per week for each employee who has been on the payroll thirty (30) days or more.

Effective May 1, 2016 the employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One-hundred sixty five dollars and ninety cents (\$165.90) per week for each employee 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 to which employers who are party to this contract are also parties.

By execution of this agreement, the employer authorizes the Employer's 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 by such trustees within the scope of their authority.

If any employee is injured on-the-job, the employer shall continue to pay the required contribution until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

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, regardless of the manner of computation of owner/driver compensation.

Contributions to the pension fund must be made for each week on each employee for those weeks he works, including vacation.

ARTICLE X **LEAVE OF ABSENCE**

Any employee desiring leave of absence from his employment shall secure written permission from both the union and the employer. The maximum leave of absence shall be for one hundred and eighty (180) days. The employer shall be under no obligation to make Health and Welfare payments on behalf of an employee on leave of absence. If the employee desires to maintain coverage for himself under the Health and Welfare program, he shall make the necessary arrangements for the payment of the premiums.

ARTICLE XI **WORKING CONDITIONS**

SECTION 1: STATEMENT OF PRINCIPLE: It is understood and acknowledged by both parties to this agreement that a very essential part of the business of the employer is dependent on the high quality of delivery service rendered to its customers.

The employer and the union, recognizing the necessity of eliminating restrictions and promoting efficiency agree that no rules, customs, or practices shall be permitted which limit production or increase the time required to do this work.

SECTION 2: JOB SITE DELIVERY: If a driver delivering materials finds unusual dangerous or difficult conditions enroute to or at the point of delivery, he shall call his employer for instructions. Such call shall not subject him to disciplinary action. Job deliveries requiring material to be delivered to the second floor or above, or to be carried excessive distance under difficult conditions shall require additional help.

SECTION 3: SUPERVISORS WORKING: Supervisors or salaried employees shall not perform bargaining unit work so as to displace bargaining unit employees.

AGREEMENT
BETWEEN
TURK FURNITURE COMPANY
AND
CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 26

EFFECTIVE OCTOBER 01, 2014- SEPTEMBER 30, 2017

RECEIVED
OCT 23 2014
CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

This agreement dated October 1, 2014, by and between the Turk Furniture Company, Danville, Illinois, covering all furniture truck drivers and helpers as such, or its successors (hereinafter referred to as the "Employer") and CHAUFFEURS AND TEAMSTERS LOCAL UNION NO. 26, of Champaign, Illinois, affiliated with the International Brotherhood of Teamsters and its successors, (hereinafter referred to as the "Union").

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 in the following classifications or work categories.

Section 2. This Agreement shall cover all full-time employees in the work classifications of furniture truck drivers and driver helpers at the Employers Danville, Illinois store.

ARTICLE 2 – UNION SHOP AND PROBATIONARY PERIOD

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement, shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, that effective from and after the thirty-first (31st) day following the execution date of this Agreement, the continued employment by the Company in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union, and that the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union, not later than the thirty-first (31st) day following the execution date of the Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Company upon written notice from the Union to such effect and to the further effect that the Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Employer to discharge such person.

Section 2. A new employee shall work under the provisions of this Agreement, but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge for the purpose of evading this Agreement or discriminating against the Union members. After ninety (90) days the employee shall be placed on the regular seniority list.

Notwithstanding anything herein contained, it is agreed, in the event the Employer is delinquent at the end of a period for contributions at the time set by the Insurance Company for premium payments as 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 there from.

ARTICLE 24 — PENSION

47.20
Effective October 01, 2014, the Employer shall contribute to the Pension Fund the sum of forty-four dollars and fifty cents (\$44.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective October 01, 2015, the Employer shall contribute to the Pension Fund the sum of forty-seven dollars and twenty cents (\$47.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective October 01, 2016, the Employer shall contribute to the Pension Fund the sum of forty-nine dollars and ten cents (\$49.10) 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 execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such agreements hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

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

ARTICLE 30 - TERMINATION

This Agreement shall be in full force and effect from October 01, 2014 to and including September 30, 2017, and shall continue thereafter in full force and effect from year to year unless written notice is given by either party to the other of their desire to negotiate certain changes and modifications at least sixty (60) days prior to any annual expiration date.

LETTER OF UNDERSTANDING

Contributions will be entitled to the Central States Pension Fund on behalf of all full-time employees performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for 30 calendar days.

The parties agree that in the event that an individual performing bargaining unit work on a non-full-time basis works 1,000 hours or more in any 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.

.....
SIGNED FOR THE COMPANY

Redacted by U.S. Department
of the Treasury

DATE: 10-15-14

SIGNED FOR THE UNION

Redacted by U.S. Department
of the Treasury

DATE: 10-8-14

RECEIVED
OCT 23 2014
CONTRACT
DEPARTMENT

FURNITURE AND APPLIANCE STORE
EMPLOYEES AGREEMENT

EFFECTIVE DATE: APRIL 1, 2015
EXPIRATION DATE: MARCH 31, 2018

Between

TURK FURNITURE
OTTAWA, ILLINOIS
LA SALLE, ILLINOIS

and

TEAMSTERS LOCAL UNION #722
LA SALLE, ILLINOIS

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED

JUN 23 2015

**CONTRACT
DEPARTMENT**

EFFECTIVE DATE: 04/01/15
EXPIRATION DATE: 03/31/18

FURNITURE AND APPLIANCE STORE EMPLOYEES
AGREEMENT

THIS AGREEMENT made and entered into by and between

TURK FURNITURE - OTTAWA AND LA SALLE, 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, HEALTHCARE AND PUBLIC EMPLOYEES LOCAL UNION NO. 722, 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 of all its employees within the job classifications and units covered by this Agreement. The term "employee" as used in this Agreement shall include retail delivery drivers and helpers.

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) 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) day following the execution date of this Agreement.

Section 3. 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 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.

contribution rate shall be increased to Two Hundred Ninety Dollars and 37 Cents (\$290.37) for each employee. Effective April 1, 2017, the weekly contribution rate shall be increased to Three Hundred Thirteen Dollars and 60 Cents (\$313.60) for each employee.

Section 2. By execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the employee shall pay to the Employer, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

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 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.

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

ARTICLE 18 PENSION

Section 1. Effective April 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of Sixty Three Dollars and Ten Cents (\$63.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective April 1, 2016, the weekly contribution rate shall be increased to Sixty Five Dollars and Sixty Cents (\$65.60) for each employee. Effective April 1, 2017, the weekly contribution rate shall be increased to Sixty Eight Dollars and Twenty Cents (\$68.20) for each employee. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast Areas contracts to which Employers who are party to this contract are also parties.

Section 2. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the employee shall pay to the Employer, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

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

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

ARTICLE 19 SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article and/or Section of this Agreement or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article and/or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article and/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 and/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 and/or Section during the period of invalidity or restraint. If the parties do not

INTRODUCTION

THIS AGREEMENT, signed
and effective the date of May 1, 2015 by and between

TURNER-BROOKS, INC.
28811 JOHN R : MADISON HEIGHTS MI 48071

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.

RECEIVED

Page 1 of 25

JUL 31 2015

**CONTRACT
DEPARTMENT**

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 of:

Date	Benefit Package	Tier 1 Employees only
4-26-15	100	\$220.85 weekly
6-28-15	110	\$218.25 weekly
4-3-16	110	\$237.45 weekly
4-2-17	110	\$252.95 weekly
4-1-18	110	\$245.55 weekly
3-31-19	110	MOB

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:

May 1, 2015	May 1, 2016	May 1, 2017	May 1, 2018
\$148.60 weekly	\$154.50 weekly	\$160.70 weekly	\$167.10 weekly

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 Pension Plan for newly hired employees will begin on the employee's thirty-first (31st) day of employment.

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.

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

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

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

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

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.

ARTICLE XVIII **PAY PERIOD**

All regular employees covered by this Agreement will be paid in full each week. All other employees will be paid at the end of their working period. Not more than seven days will be held from a regular employee.

The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee will be provided with an itemized statement of his earnings and all deductions made for any purpose, upon

negotiate a contract covering wages, hours and working conditions of same.

5. On deliveries of an item in excess of two hundred (200) pounds, the Company will furnish help. This does not apply to dock deliveries.
6. If an employee is injured on the job, this time will not be pro-rated against vacation time or personal days.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COMPANY
TURNER-BROOKS, INC.

BY_

Redacted by U.S. Department
of the Treasury

UNION
TEAMSTERS LOCAL 337
Affiliated with the International Brotherhood
of Teamsters

BY_

Redacted by U.S. Department
of the Treasury

RECEIVED

JUL 31 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

Between:

TUTTLE CONSTRUCTION

And:

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
LOCAL UNION NO. 908**



Effective: May 16, 2013

Through: May 8, 2015

RECEIVED

JUN 03 2013

**CONTRACT
DEPARTMENT**

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into on or about May 16, 2013 by and between TUTTLE CONSTRUCTION signatory hereto, (hereinafter referred to as the "EMPLOYER" or "COMPANY", party of the first part), and the TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL NO. 908 of the International Brotherhood of Teamsters, (hereinafter referred to as the "LOCAL" or "UNION", party of the second part).

WITNESSETH:

WHEREAS: The Local is a voluntary labor organization composed of men employed in the above industry as truck drivers and truck driver helpers, and,

WHEREAS: The above parties desire to stabilize employment, and to eliminate strikes, lockouts, boycotts, stoppages of work, and other forms of industrial disturbances, and do further desire to regulate the mutual relationship between the Employer and employees in the industry, with view of insuring economic, systematic, and undisturbed growth of operations, and,

WHEREAS: The class of work covered by this Agreement, shall be truck driving, truck driver helpers, and such other work in connection therewith or incidental thereto, of the above mentioned industries and/or such other trucking that may come under the direct supervision of the signator hereto that may be awarded to the International Union of which the Local is a member.

NOW THEREFORE: The said Employer and the said Local, acting by their duly authorized representatives in conference, and after the due consideration and the study of the matters hereinunder and approval of the said employees, hereby mutually agree as contained herein.

- (c) 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 this Agreement as though fully written herein and specific reference is made to all of the above and all parties to this Agreement, including beneficiaries, shall be and are bound hereby.
- (d) Said payments are to be made no later than the tenth (10th) day of each month on those eligible during the prior thirty (30) days.
- (e) 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 one (1) week succeeding the last actual week worked. In any event, the employee should notify the Company.
- (f) Upon notice by the Trustees of the Fringe Benefit Funds to the Labor Relations Division of the Ohio Contractors Association and to the Union that an Employer is delinquent in making fringe benefits payments, the delinquent Employer will be required to post cash bond in the amount set forth below. The Union shall be required to withhold its services from such delinquent Employer until arrangements are made to pay the delinquencies and the cash bond is posted by the delinquent Employer.

One (1) to twenty (20) employees; ten thousand dollar (\$10,000) bond.

Greater than twenty (20) employees; twenty-five thousand dollar (\$25,000) bond.

ARTICLE 12

PENSION

Effective May 16, 2013, the Employer shall contribute two hundred sixty-three dollars and twenty cents (\$263.20) per week for each and every employee covered by this Agreement who has been on the payroll thirty (30) days or more to the Central States, Southeast, Southwest Areas Pension Fund.

Effective May 15, 2014, the Employer shall contribute two hundred seventy-nine dollars (\$279.00) per week for each and every employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 14, 2015, the Employer shall contribute two hundred ninety-nine dollars and seventy cents (\$299.70) per week for each and every 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.

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a period in the payment of his contribution to the Health and Welfare and Pension Funds created under this Contract in accordance with the rules and regulations of the Trustees of such Fund, after the proper official of the Union has given seventy-two (72) hours notice to the Company of such delinquency in Health and Welfare and Pension payments, the employees or their representative 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 13

SAVINGS CLAUSE

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.

Should Local, State, or Federal legislation passed after the effective date of this Agreement, impact this Agreement, then the parties signatory hereto shall immediately meet to resolve the problems created. If no resolution is reached within a ninety (90) day period, either party shall have the right to arbitrate this matter pursuant to Article 7 herein.

ARTICLE 14

WAGE SCHEDULE

The minimum wage scale to be paid by the Employer hereinafter specified shall be as follows:

New Employees: The Company may for up to the first twenty (20) days during break-in, pay twenty-five cents (.25) per hour less than the rate specified in this Agreement.

EFFECTIVE:

Truck Drivers Helpers,	<u>5-16-13</u>	<u>5-15-14</u>	<u>5-14-15</u>
Warehousemen,	\$22.68	\$22.93	\$23.18
Lowboys			

AGREEMENT

Effective

March 29, 2015 ~ March 28, 2020

By and Between

US FOODS, INC.

And

Teamsters Local 337



RECEIVED

JUN 25 2015

**CONTRACT
DEPARTMENT**

The International Brotherhood of Teamsters

INTRODUCTION

THIS AGREEMENT, signed this _____ day of _____, 2015 and effective March 29, 2015, by and between US FOODS, INC., 28001 Napier, Wixom, MI 48393, 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, party of the second part, hereinafter called the Union.

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

WITNESSETH:

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 2 - Wages and Hours.

The terms of this Agreement will apply to all employees in the classifications of work set forth herein and will cover relocations of bargaining unit operations, excluding Drivers with runs not originating at the Wixom MI facility, Supervisors, Managers, Maintenance and Office staff and Security personnel and Sanitation/Janitors. 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 an NLRB election, the Union as their bargaining representative.

1.1A Recognition

This agreement will cover all accretions to and relocations of this bargaining unit within the geographical jurisdiction of Local 337, including any consolidation of the warehousing and delivery operations performed by bargaining unit employees with similar operations performed by another employee group. In any such consolidation of operations, the competitive seniority of all employees will be dovetailed based on their original date of hire. (This agreement will cover only bargaining unit employees represented by Local 337). Any additional employees not presently covered by this agreement will become covered upon demonstrating, by execution of an authorization card or other means, an intent to become represented by Local Union 337. Any newly covered employees will receive benefit seniority based on their original date of hire.

RECEIVED

JUN 25 2015

**CONTRACT
DEPARTMENT**

- 21.5 **MOVEMENT OF BUSINESS** – The Employer may move business in and out of the Detroit area warehouse facility at will, however, if the movement of business causes a reduction in workforce, the Employer will notify the Union of the RIF and discuss the situation.
- 21.6 **PRODUCTIVITY STANDARDS** – The Employer may implement engineered production standards, the Union may have its LE. Department verify those standards.
- 21.7 Upon discharge or quitting, the Employer shall pay all money due to the employee in the next payroll period following the termination of employment.

ARTICLE 22 – HEALTH, WELFARE AND PENSION

- 22.1 Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each regular employee covered by this Agreement who is on the regular seniority list a maximum weekly contribution as follows:

	<u>Hired prior to 4/1/07</u>	<u>Hired on or after 4/1/07</u>
	(Standard Benefit Package 110)	(Standard Benefit Package 112)
3/29/15	\$412.25	\$385.05
4/3/16	\$430.50	\$401.50
4/2/17	\$459.10	\$422.15
3/31/18	\$472.87*	\$434.81*
3/31/19	\$487.06*	\$447.86*

*If the weekly rate charged by the Fund is higher than this amount, the employee shall bear any and all additional costs.

Employees shall contribute \$40.00 toward the above costs through a mandatory, weekly, pre-tax payroll deduction

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

- 22.2 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 weekly contribution as follows:

3/29/15	\$182.20
4/3/16	\$196.80
4/2/17	\$212.50
3/31/18	\$225.30
3/31/19	\$234.30

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

Mellon Bank, Central States Funds, Department 10291, Palatine, IL 60055-00291

- 22.3 Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee, even though such employees may work only part-time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare and/or Pension Fund.
- 22.4 Employees who work either temporarily or in case of emergency under the terms of this contract will not be covered by the provisions of this Article.
- 22.5 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the 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.
- 22.6 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.
- 22.7 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payments 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 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 delinquent payments are made, it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses resulting therefrom.
- 22.8 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.
- 22.9 By the execution of this Agreement, the Employer authorized the Employer's Association 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 Trustee 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.

RECEIVED

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

ARTICLE 23 – PAID FOR TIME

- 23.1 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 19. Time will be computed from the time that the employee is ordered to report for work and registers in, until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certified 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.

ARTICLE 24 – PAY PERIOD

- 24.1 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.
- 24.2 The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee will be provided with an itemized statement of his earnings and all deductions made for any purpose, upon request of individual employees of Union representatives.

ARTICLE 25 – BONDS

- 25.1 Should the Employer require any employee to give bond, cash bond will not be compulsory, and any premium involved will be paid by the Employer.
- 25.2 The primary obligation to procure the bond will 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 will relieve the employee of the bonding requirement. If proper notice is given, the employee will 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 will be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications.

Effective Date: May 11, 2014

Anniversary Date: May 11, 2019

Between

US FOODS, INC.

Streator Division

and

TEAMSTERS

LOCAL

UNION NO. 722

LA SALLE, ILLINOIS

**and THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

RECEIVED
JUN 25 2015
**CONTRACT
DEPARTMENT**

INSTITUTIONAL FOOD PRODUCTS & MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into by and between US FOODS, Inc., Streator Division, One Quality Lane, Streator, IL 61364 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 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 1.01 The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative of all its employees within the job classifications and unit covered by this agreement. It is also understood that all new employees shall be subject to a (120) calendar day probationary period. It is agreed that during this period the employer shall be the sole judge of the employee's ability and qualification and may be terminated without recourse anytime during this period.

Section 1.02 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereinafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (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 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 no later than the thirty-first (31st) day following the execution date of this Agreement.

Section 1.03 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 Company by the Union. The Union agrees to hold the Company harmless for any cause

the opportunity to participate in short term disability. Short-term disability will be paid at a rate of \$375.00 per week for contract year beginning 5/10/2009. Effective June 28, 2015, the provisions of this Section shall become null and void.

Section 28.03 If an employee is absent because of occupational injury, illness or off the job injury, the employee coverage for himself and his dependents, if applicable, under the above group insurance plan shall continue for a period of twelve (12) months from the date of absence. After twelve (12) months absence, the employee shall be eligible for continued coverage under the provisions of the Federal COBRA statutes. Effective June 28, 2015, the provisions of this Section shall become null and void.

ARTICLE 29

PENSION

Section 29.01 The Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the following weekly amounts for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective 5/11/14	\$208.80
Effective 5/10/15	\$217.20
Effective 5/15/16	\$225.90
Effective 5/14/17	\$234.90
Effective 5/13/18	\$244.30

Section 29.02 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.

Section 29.03 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a Leave of Absence, the Employer shall collect from said employee, prior to the Leave of Absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 29.04 Contributions to the Pension Fund must be made for each week on a regular or extra employecc, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but

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

Section 29.05 Action for delinquent contributions may be instituted by either the Local Union or the Area Conference of the Trustees.

Section 29.06 This plan shall be under the 17b schedule.

Section 29.07 The Company agrees to the 1000-hour rule as required by the fund under the minimum standards outlined in IRC §410(a). The parties agree that in the event that an individual employed on a part time/casual basis works 1000 hours or more he will be considered a regular employee for the purpose of the 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 State Pension Fund in the same manner and amount as required by this contract for regular employees.

Section 29.08 Effective May 30, 2015, employees shall have the right to contribute a portion of their wages to the US Foods 401(k) Plan. The Company shall have no obligation to contribute its own funds to the 401(k) Plan but will pay for startup and maintenance costs.

ARTICLE 30 GRIEVANCES AND ARBITRATION

Section 30.01 A grievance is defined, but not limited to, an alleged violation, dispute or difference arising out of the application or interpretation of a specific provision of this Agreement. Any such grievance must be in writing and submitted within fourteen (14) calendar days from the date of knowledge of occurrence. Grievances which are not submitted within fourteen (14) calendar days of the knowledge of their occurrence shall be dismissed. Grievances shall be settled in the following manner:

1. The disagreement shall first be discussed with the employee's immediate supervisor. If this is not successful the following steps will apply:
 - 1 a. The grievance shall then be presented to the employee's immediate supervisor in writing.
2. If the dispute is not resolved within fourteen (14) calendar days by the employee's supervisor, it shall be presented to the Vice President of Operations.

AGREEMENT

By and Between

US FOODS - ST. LOUIS DIVISION

And

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 41**

May 1, 2012 through April 30, 2016

RECEIVED

JAN 17 2013

**CONTRACT
DEPARTMENT**

This Agreement by and between US Foods – St. Louis Division, or its successors, hereinafter referred to as the "Company", and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #41, or its successors, hereinafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

ARTICLE 1- RECOGNITION

- 1.1 The Company agrees to recognize, and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agent for all drivers employed at its facilities 3320 Manchester Trafficway, Kansas City, Missouri, or at any other facility built, purchased or leased, after the effective date of this agreement, for the purpose of replacing or supplementing the capacity of the existing facility, solely and exclusively within the jurisdiction of Local 41 defined as the following counties within the states of Kansas and Missouri: Jackson, Cass, Platte, Clay, Johnson, Wyandotte, Miami, Leavenworth, Shawnee, Mercer, Grundy, Livingston, Carroll, Saline, Sullivan, Linn, Chariton, Howard, Cooper, Pettis, Benton, Randolph, Moniteau, Morgan and Henry.
- 1.2 The Company will neither negotiate nor make collective bargaining agreements for any of the employees covered by this Agreement, unless it is through duly authorized representatives of the Union.
- 1.3 The Company agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union, nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE 2 - UNION SECURITY CLAUSE

- 2.1 It is understood and agreed by and between the parties hereto that, as a condition of continued employment, all persons who are hereafter employed by the Company in the Unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the latter; that effective from and after the thirty-first (31st) day following the execution of this Agreement, the continued employment by the Company in said Unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Company, upon written notice from the Union to such effect and to the further effect that Union membership was available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his/her Union membership in good standing as required herein shall, upon written notice to the Company by the

administrators, medical providers and administrative policies during the life of this Agreement.

33.2 Employee H&W Contributions:

	05/01/12	01/01/13	01/01/14	01/01/15
EE only	\$27.00	\$28.62	\$30.34	\$32.16
EE and spouse	\$32.40	\$34.34	\$36.40	\$38.59
EE and child(ren)	\$32.40	\$34.34	\$36.40	\$38.59
Family	\$75.60	\$80.14	\$84.94	\$90.04

33.3 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 up to thirty (30) days. 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. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave being effective, sufficient monies to pay the required contribution into the fund during the period of absence.

33.4 Effective May 1, 2008, an employee, after the first week of illness, can received supplemental income of two hundred and fifty dollars (\$250.00) per week from the Company for up to twenty-six (26) weeks, which the Company may provide as supplemental income.

33.5 Life Insurance - \$50,000 employee; \$25,000 spouse; \$10,000 children.

ARTICLE 34 - PENSION PLAN

The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sums listed in the schedule, per week for each employee on the seniority list covered by this Agreement, beginning with the completion of the first week of employment.

Effective Date	Weekly Contribution
05/01/12	\$71.90
05/01/13	\$76.20
05/01/14	\$80.80
05/01/15	\$85.60

The 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 the 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 each of them had indicated their assent of and executed said Trust Agreement.

The Company hereby accepts as Company Trustees the present Company Trustees appointed under said Trust Agreement and all such past or succeeding Company Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union 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 a Participation Agreement and such other documents or papers as may be necessary to effectuate said Welfare Pension Programs and the purposes announced therein.

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 their 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 time the 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 employee on seniority list, even though such employee may work only part-time under the provisions of this contract. The Company does not make Pension Fund contributions on probationary employees.

ARTICLE 35 - SEVERANCE

- 35.1 In the event that the Company closes its facility or facilities and/or transfers the work to another location, employees will be eligible for severance in accordance with the following schedule:

Length of Service	Severance Pay
1 to 5 years	\$250.00
5 to 10 years	\$600.00
10 to 15 years	\$750.00
15 to 20 years	\$800.00
20 to 25 years	\$1,000.00
25 years or more	\$1,700.00

- 35.2 The Company agrees to pay up to 160 hours of banked sick leave in the event of a facility closure. Such banked sick leave is subject to the provisions of Article 24, Section 24.2.

ARTICLE 36 - PERIOD OF AGREEMENT

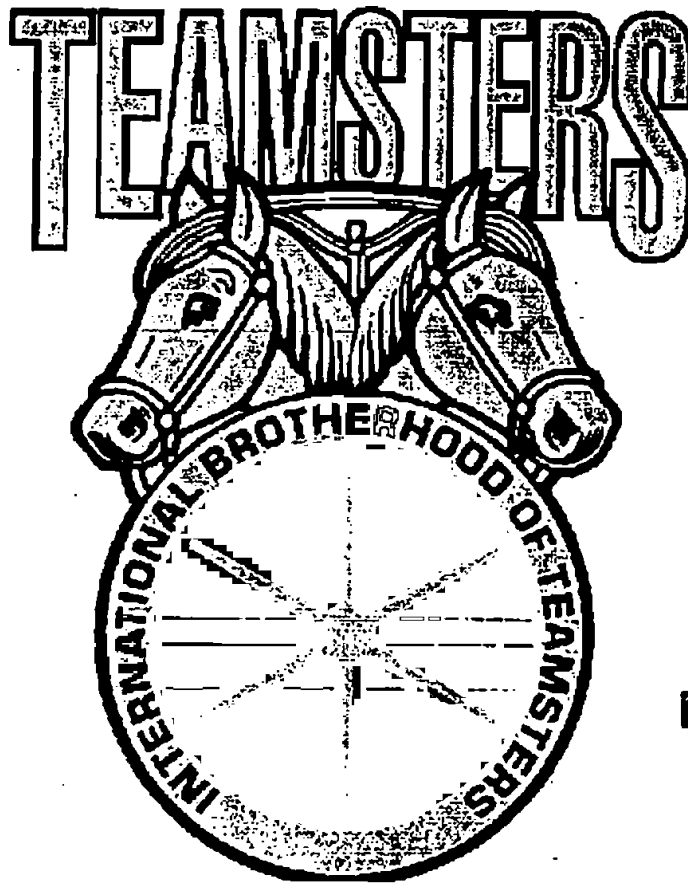
- 36.1 Basic Term: This Agreement shall be effective May 1, 2012 and shall continue in effect to and including the last day of April, 2016, and shall continue in effect thereafter until changed or terminated as follows:

Collective Bargaining Agreement

by and between

U.S. Foods

and



RECEIVED

APR 12 2013

**CONTRACT
DEPARTMENT**

LOCAL 610

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

March 1, 2012 – February 29, 2016

AGREEMENT

This Agreement by and between US Foods – St. Louis Division, hereinafter referred to as the "Company" and Miscellaneous Drivers, Helpers, Heath Care and Public Employees Union Local No. 610, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", has been entered into 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 recognizes and acknowledges that the Union is the duly authorized collective bargaining representative of all its employees within the job classifications and units covered by this Agreement.**
- 1.2 The Company will neither negotiate nor make collective bargaining agreements for any of the employees covered by this Agreement unless it is through a duly authorized representative of the Union.
- 1.3 The Company agrees that it will not interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.
- 1.4 In the event the Company or the facility at which the employees covered by this Agreement are employed is sold, the Company agrees to provide written notice to the Union of such sale at such time that dissemination of information regarding the transaction will not adversely affect the sale. The Company further agrees to provide the prospective purchaser with written notice of the existence of this Agreement, with a copy of the notice sent to the Union, at the time a contract of transaction is executed.

ARTICLE 2 – UNION SECURITY AND CHECK-OFF

- 2.1 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the Unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, that effective from and after the thirty-first (31st) day following the execution date of the Agreement, the continued employment by the Company in said Unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time or to maintain his/her Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such person.

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 not actively working due to a non-work related injury or illness and the employee is eligible for "Loss of Time Continued Coverage" under the Central States NZ Plan, during the first week of the employee's absence the Company shall continue to make contributions for the first week of the absence provided the employee pays his/her contribution. Thereafter, if the non-work related absence exceeds one (1) week up to a maximum of twenty-five (25) additional weeks, the Company shall be relieved of making any contributions for that additional twenty-five (25) week period that the employee is eligible for the Loss of Time Continued Coverage. 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 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 Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund. Employees who work either temporarily or in cases of emergency under terms of this contract shall not be covered by the provisions of this paragraph.

ARTICLE 21 – 401(k) -- PENSION PLANS

401(k) The Company agrees to provide the 401(k) Plan established June 1, 1991 or a successor plan which is agreed to between the parties hereto, to all Allen Foods, Inc., drivers. There shall be no matching contributions required from the Company.

In the event of a repeal of the 401(k) provision of the Tax Code, the Company and Union will meet to discuss possible solutions.

PENSION The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sums listed in the schedule below, per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

03/01/12	03/01/13	03/01/14	03/01/16
\$124.00	\$133.90	\$144.60	\$156.20

The 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

- 19.7 Whenever a holiday falls within an employee's vacation period, such employee shall be granted an extra day off from work. This day will be termed a held vacation day.
- 19.8 Any employee covered by this Agreement with more than one (1) year's seniority, leaving the service of the Company, shall receive all accumulated vacation benefits calculated from his/her previous anniversary date.
- If the employee has completed sixty percent (60%) of a year since his/her previous anniversary, he/she shall be entitled to a full vacation if they are retiring under the provisions of Central States Southeast and Southwest Areas Pension Fund.**
- 19.9 Employees may sell one (1) week of vacation in one (1) week increments only. Employees may request that the Company purchase more than one (1) week of vacation, however, anything more than one (1) week shall be at the discretion of the Company. If the employee is paid for vacation, the employee would then receive regular straight-time pay for working the hours that he/she would have had off for vacation.
- 19.10 Employees will be allowed take one (1) week of their vacation in single day increments. Employees must schedule any single days of vacation during the bid process contained in Section 19.4. It is understood that any employee that schedules a single day vacation will be included in the calculations of the maximum and minimum number of employees allowed off at any one time contained in Section 19.4.

ARTICLE 20 – HEALTH & WELFARE BENEFITS

CENTRAL STATES

The Company shall contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund (NZ Plan), which is to be administered jointly by the parties, the sums listed in the schedule, per week for each eligible employee covered by this Agreement beginning on the first day of employment as a regular employee.

Effective Date	01/01/13	03/03/13*	03/02/14*	03/01/15*
Weekly Contribution	\$236.40	\$250.20*	\$272.70*	\$305.40*
Company Contribution	\$224.58	\$237.69	\$256.34	\$285.27
Employee Contribution	\$11.82 (5%)	\$12.51 (5%)	\$16.36 (6%)	\$20.31 (7%)

- * Company and Employee contribution split will be based on the actual weekly contribution amounts charged by the Central States Fund and the rates reflected above indicate "not to exceed rates".

Warehouse & Office

2013 May 1, 2013

To

2016 April 30, 201

Agreement

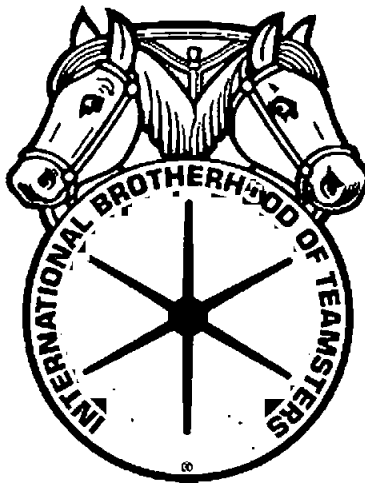
by and between



KEEPING KITCHENS COOKING.™

and

Teamsters Local 688



Affiliated with the
International Brotherhood of Teamsters

RECEIVED

FEB 26 2014

CONTRACT
DEPARTMENT

AGREEMENT

This AGREEMENT, dated as of the 1st day of May 2013 by and between US Foods – St. Louis Division, hereinafter referred to as US Foods – St. Louis Division or its successors for its warehouse at 8543 Page Ave, St. Louis, Missouri, a company, hereinafter individually and/or collectively called the “EMPLOYER”, party of the first part, and TEAMSTERS LOCAL UNION NO. 688, affiliated with the International Brotherhood of Teamsters or its successors, party of the second part, hereinafter referred to as the “UNION”, is for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to which the parties shall be bound. The parties agree as follows:

ARTICLE 1 - RECOGNITION

Article 1.1 The term “employee” as used in this Agreement shall include all employees of the Employer engaged in the handling of merchandise in the shipping, receiving, storing and warehousing thereof, including office and clerical employees, warehouse sanitation employees and excluding all others, including, but not limited to, Local 688 employees covered by other contracts.

Local 688 waives and disclaims jurisdiction in the following manner

- (1) The Lumper service has primary responsibility for the following:
 - (a) to unload all inbound freight regardless of carrier;
 - (b) to sort and segregate all inbound freight, regardless of carrier.
- (2) A third party may perform deep cleaning in non-production areas.
- (3) Local 688 waives and disclaims jurisdiction to clean out truck trailers, including the removal of pallets, milk crates, ice cream boxes, product, and sweeping out debris, except on third (3rd) shift.

Article 1.2 The Employer will neither negotiate nor make Collective Bargaining Agreements for any of the employees covered by this Agreement unless it is through duly authorized representatives of the Union.

Article 1.3 The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union, nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union. The Union will likewise agree that it will not sponsor or promote, financially or otherwise, any group or organization for the purpose of undermining the Employer.

Article 1.4 Supervisors, and those employees solely in supervisory capacities, shall not do production work, except as necessary for the training of employees. In emergency situations beyond the Employer's control, non-bargaining unit employees may perform bargaining unit work after offering the work to all bargaining unit employees, including those on scheduled vacations (days or weeks), scheduled Personal Holidays or any employee who is normally scheduled off or is on a different shift. The purpose of this provision is not to replace bargaining unit employees, limit his/her work or reduce his/her hours.

The Employer may deny a request for a single day of vacation or a personal holiday even when the full allotment has not been utilized when more than three (3) Warehouse employees will be out on an extended FMLA, STD or W.C. absence during the week.

Article 26.5 On or before November 1st, each year, the Employer will post a list with a specific bidding date for each seniority employee and vacation bidding will begin on November 15th each year. A minimum of one (1) seniority employee will bid per day, and if the seniority employee listed that day shall fail to bid, they forfeit their vacation seniority rights and drop to the end of the list. If an employee is out of town on the day he is scheduled to bid, the employee should call the toll-free number, 1-800-888-4855, to place a bid. Employees must bid at least one-half (½) of eligible vacation in the November 15th selection round and, once vacation is bid, the employee is locked into those specific weeks. The balance of the employee's vacation must be selected by May 31st and selection will be on a first-come, first-served basis, with minimum of two (2) weeks notice, and any vacation not picked by May 31st will be assigned to available dates by the Employer.

The Employer may agree to allow employees to switch vacation periods to meet emergency situations without creating a standard for all employees.

Article 26.6 Consistent with the previous sections of this Article, limiting the number of employees allowed to take vacation, employees may retain one (1) week of their available vacation to schedule in one (1) day increments. Employees must schedule all single day vacations no later than the end of the lunch period of his/her regularly scheduled workday prior to the day the vacation is needed. Employees must declare to management by May 31st that they wish to use one (1) week of their vacation in single day increments.

After initial bidding, the scheduling will be handled on a 'first come' basis regardless of seniority.

Individuals scheduling full week vacations will be given preference over those scheduling vacations a day at a time.

Article 26.7 Whenever a Holiday falls within an employee's vacation period, such employee shall be granted an extra day off from work or pay in lieu thereof, at the Employee's discretion, to be taken in accordance with the Personal Holiday Provision in Article 31.

Article 26.8 Any employee covered by this Agreement with more than one (1) year's seniority leaving the service of the Employer shall receive, in addition to all accumulated vacation benefits, a pro-rate vacation calculated from January 1st of the year in which he/she terminated his/her employment; providing, however, that if the employee has worked more than eighty percent (80%) of the year from January 1st, he/she shall receive full vacation benefits.

ARTICLE 27 - PENSIONS

The Employer will contribute "Rate A" for the highest forty (40) employees on the warehouse seniority list and all office employees, "Rate B" for the remaining full-time employees on the seniority list and all sanitation and dock utility employees and daily "Rate C" for the supplemental employees to the Central States, Southeast and Southwest Areas Pension Fund.

During the life of this Agreement, the Employer will maintain forty (40) seniority employees and contribute "Rate A" on their behalf, provided there is sufficient work to keep the forty (40) warehouse employees employed. The Employer will replace seniority employees from "Rate B" in order to comply with this provision.

	5/1/13	5/1/14	5/1/15
Rate A weekly	\$182.20	\$196.80	\$212.50
Rate B weekly	\$117.60	\$127.00	\$137.20
Rate C daily	\$24.90	\$26.90	\$29.10

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. The Union and the Employer agree to be bound by and hereby assent to all of the terms and 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 full as though they and each of them had indicated their assent of and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer 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 Employer agrees that it will execute said attached Agreement of the Trust and such other documents or papers as may be necessary to effectuate said welfare and Pension Programs and the purposes announced therein.

The Employer will commence contributions after an employee has been on the payroll for thirty (30) calendar days. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall make the required contributions for a period of four (4) weeks. If the employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. An employee in pay status will be considered 'working' in regard to the agreement.

ARTICLE 28 - SICK LEAVE

For purposes of this Article, **CONTRACT YEAR**, means the period of January 1st of a calendar year through December 31st.

Article 28.1 Employees hired prior to September 1, 1989 shall receive twelve (12) days of sick leave per contract year. Employees hired after September 1, 1989 shall receive eight (8) days of sick leave per contract year. Effective upon ratification, any employee that has accumulated or "banked" sick days will retain their banked days but shall not be permitted to bank any additional sick days. Payout for banked sick days will be made at the Employee's rate of pay on May 1, 2013.

Effective 12/31/13, the Employer will pay all unused sick days for each calendar year in the first pay period of the following calendar year.

LABOR AGREEMENT

EFFECTIVE DATE: JULY 1, 2013
EXPIRATION DATE: JUNE 30, 2018

BY AND BETWEEN



US FOODS, INC. (BENSENVILLE)

AND



Local 703
affiliated with the
International Brotherhood of Teamsters

RECEIVED

JUN 11 2015

CONTRACT
DEPARTMENT

AGREEMENT

This Memorandum of Agreement entered into this 1st day of July, 2013, by and between US FOODS, INC., hereafter called the "Employer", Party of the First Part, and LOCAL 703, an affiliate of the International Brotherhood of Teamsters for and on behalf of itself and employees of the employer now employed or hereafter to be employed, hereinafter called the "Union", Party of the Second Part:

WHEREAS, the parties hereto desire to establish and maintain a united and cooperative action between the Employer and the Union in order to promote harmonious industrial relations, and

WHEREAS, the parties hereto deem it necessary to provide adequate provisions in order to effectuate the above mentioned principles,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

WITNESSETH

ARTICLE 1. BARGAINING UNIT

Section 1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for all shipping and warehouse employees employed at the Employer's facility currently located at 800 Supreme Drive, Bensenville, Illinois, excluding employees who are covered by collective bargaining agreements with other labor organizations, salesmen, office and clerical employees, office janitors, truck drivers, engineers and supervisory employees having the right to hire and/or fire.

Section 2 The following work shall be bargaining unit work:

- 1) All loading, unloading of product from the Employer's trucks.
- 2) Receiving, picking, moving, staging and replenishing of the Employer's product, as well as other usual and customary duties performed by the bargaining unit.

Supervisors shall not perform work normally done by covered employees under this Agreement.

ARTICLE 2. UNION MANAGEMENT RELATIONSHIP

It is recognized that the well-being of both parties is directly dependent upon the skill and efficiency and methods of operation with which the business of the Employer is conducted and that any assumption of the functions of the Management by representatives of the Union is contrary to the intent and purpose of the Agreement. All employees shall perform their job duties on a daily basis in a fair and reasonable manner to the best of their abilities "a fair day's work for a fair day's pay" or be subject to progressive discipline. Union agrees to do everything within its power by full cooperation with the Employer to bring about the most efficient operation. The Union and Employer agree to meet to review the general rules of conduct. The Side Letter of July 30, 1999 is incorporated by reference and extended for the life of this Agreement. In the event of a conflict between the Side Letter and the contract, the contract will control.

(14)

(14)

otherwise. The terms and conditions of this Agreement shall be applicable in its entirety to all branch plants employing workers under the jurisdiction of Local 703 established by the Employer during the terms of this Agreement.

ARTICLE 31. STRIKES AND LOCKOUTS

(A) It is agreed that there shall be no strikes, stoppage of work or lockout during the period that this Agreement is in force, provided that in case of a strike conducted by any Local Union affiliated with the International Brotherhood of Teamsters which Union is party to a contract with this Employer at the same location as Local 703, members of Local 703, International Brotherhood of Teamsters will be permitted to honor such picket line and there shall be no disciplinary action taken against such employees nor shall they be permanently replaced in their employment.

(B) Under the following conditions only the Union shall have the right to request employees covered by this Agreement not to report for work and, after such request, employees may refuse to report for work without disciplinary action being taken against said employees.

1. Failure of the Employer to proceed to arbitration and/or failure of Employer to proceed to have an Arbitrator chosen after thirty (30) days.
2. Failure of the Employer to pay wages to its employees when due.
3. Failure of the Employer to pay contributions to the Pension Fund, Union Dues or Initiation Fees when due.

Neither the Union nor the employees covered by this Agreement shall have any right to take any action or to refuse to perform any work under the provisions of this Article 31 unless and until the Employer has been given at least 15 days advance notice in writing of the basis upon which the Union claims the Employer has not fulfilled its obligations under subparagraphs (1), (2) and (3) above and has given the Employer an opportunity to take all necessary measures to comply with the provisions of this paragraph.

ARTICLE 32. WELFARE AND PENSION FUNDS

(A) It is agreed that the jointly administered PENSION FUND established November 1, 1949, shall be continued in full force for all regular employees covered by this Agreement as defined under Article 32 and all powers and authority of the Pension Fund Trustees originally granted are hereby reaffirmed and all acts done pursuant to the Trust Agreements of said Funds are hereby ratified.

It is the sense of these provisions that the signatory employer does hereby expressly authorize the current Trustees of each Fund to continue their activities as Trustees and to provide rules of procedure for replacing any vacancies in the Trustees' office should they occur.

The Employer agrees to make contribution to the Pension Fund for all regular employees covered by this Agreement effective July 1, 2008 and throughout the term of this Agreement;

The rate of contribution to the LOCAL 703, I.B. of T. GROCERY AND FOOD EMPLOYEES' PENSION PLAN as follows:

Effective July 1, 2013	\$209.00 per week, per employee
Effective July 1, 2014	\$243.00 per week, per employee
Effective July 1, 2015	Contribution increases as set forth in Paragraph (C) below
Effective July 1, 2016	Contribution increases as set forth in Paragraph (C) below
Effective July 1, 2017	Contribution increases as set forth in Paragraph (C) below

In the case of the Pension Fund, an employee must work at least 20 hours in each week for which a contribution is required; otherwise, no contribution shall be made for that week, except in the case of a holiday week or in the case of a vacation week, in which events, the time off shall be counted as though worked.

The Trustees of the respective Funds are hereby authorized to assess a delinquency of 10% of the amount of contributions not remitted within fifteen (15) days after the end of the month in which the contribution accrued.

It is agreed that all companies be notified that delinquency in the remittance of Welfare and Pension monies, in accordance with the rules and instructions promulgated by the Trustees of the two funds, shall be deemed to be a material breach of the Union Agreements on the part of the Employer so delinquent, and shall be a basis for the Union to call a strike or use any other legitimate sanctions in order to enforce the Union Agreement with respect to said payments.

- (B) The Employer signatory to this agreement does hereby acknowledge and agree that he is a member of the Chicago Wholesale Grocers Warehouse Employers Group which is a party to the original Trust Agreement dated May 31, 1947, giving rise to the WELFARE FUND and which is a party to the original Trust Agreement dated November 1, 1949, giving rise to the PENSION FUND. The undersigned signatory Employer does now authorize the following individuals to act in the capacity of an Employer Group as a party to said Trust Agreement.

Joseph Caccamo	Central Grocers Co-Op
Steve Edwards	Dearborn Wholesale Grocers
Ken Koester	Certified Grocers Midwest

The signatory Employer further agrees that in the event of a vacancy on the Employers Committee, the surviving or remaining members of the Employers Committee may fill such vacancy.

It is agreed by the signatory Employer in consideration of the promises of other signatory Employers to this industry-wide Agreement that all authorizations and delegations of power and authority shall be for the term of this Agreement and shall continue thereafter not only during the life of this Agreement, but shall continue beyond until revoked by a written revocation contained in future Union Contracts or specially drafted documents for specifically revoking these authorizations, provided said documents are signed by employers employing at least fifty-one (51) percent of all employees covered and insured by the Funds.

(Signature)

(MP)

Memorandum of Agreement

This Memorandum of Agreement ("Agreement") between US Foods, Inc. ("Company") and Teamsters Local Union No. 781 ("Union") shall remain in full force and effect through June 30, 2018 as follows:

1. The parties agree that the terms and conditions of employment for employees represented by the Union shall be the same as those provided under the terms and conditions provided in the collective bargaining agreement between the Company and Teamsters Local Union No. 703 covering the Bensenville, IL facility that expires on June 30, 2018 ("CBA"), with three (3) specific exceptions.
2. The Company is not obligated to make any contributions to the Local 703 I.B. of T. Grocery and Food Employees' Pension Plan or the Chicago Area I.B. of T. Severance and Retirement Trust Fund on behalf of any employee that is a member of the Union. Instead, the Company is obligated to make the following contributions to the Central States, Southeast and Southwest Areas Pension Fund:

Effective: July 1, 2013, the Company agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of Two Hundred One Dollar and Twenty Cents (\$201.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective: July 1, 2014, the Company agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of Two Hundred Nine Dollars and Twenty Cents (\$209.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective: July 1, 2015, the Company agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of Two Hundred Seventeen Dollars and Sixty Cents (\$217.60) 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 Company agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of Two Hundred Twenty-Six Dollars and Thirty Cents (\$226.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective: July 1, 2017, the Company agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of Two Hundred Thirty-Five Dollars and Forty Cents (\$235.40) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

The Company ratifies and confirms the appointment of the Employer trustees, who shall, together with their successor trustees designated in the manner provided in such trust agreements, and jointly with an equal number of trustees appointed by the Union, carry out

the terms and conditions of the trust instruments. 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.

3. The employees represented by the Union shall continue to be covered under the US Foods Medical, Dental and Vision plans as well as making available a group Universal Life Insurance Plan, a group Accident and Sickness Insurance Plan. There shall be no employee premiums for medical, dental or vision coverage. There shall be no reduction of benefit coverage during the life of this contract.

These Plans are fully set forth in printed booklets, copies of which are made a part of this Agreement. The cost of these Plans will be paid by the Employer.

Effective January 1, 2015, the two preceding paragraphs shall become null and void and the Company will offer all eligible bargaining unit Employees represented by the Union the opportunity to participate in the same group medical, prescription drug, dental, vision, flexible spending accounts, life insurance (including supplemental and dependent life) and long-term disability plans made available to the non-union US Foods employees, on the same terms and conditions as non-union US Foods employees, with the exception of employee contribution rates as set forth below. The terms of the Company's Health and Welfare Summary Plan Description are incorporated by reference and are expressly made a part of this Agreement.

Effective January 1, 2015, the Employees shall pay the full amount of the reinsurance fees, if any.

Signed this 7th day of April, 2014.

Redacted by U.S. Department
of the Treasury

For the Company:

Redacted by U.S. Department
of the Treasury

RECEIVED

JUN 11 2015

CONTRACT
DEPARTMENT

AGREEMENT

U.S. Foodservice, Inc. – Stock Yards – St. Louis/Savage Foods

This Agreement, dated the 1st day of April 2015 by and between the US Foods, Inc. – Stock Yards St. Louis 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 adjusting any grievance or complaint which may now exist or may arise in the future and for the purpose of establishing rates of pay, wages, hours or work and conditions of employment to be observed between the parties hereto.

Article 1 – Recognition

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

Section 2. The term “employee” as used in this Agreement shall include all persons engaged in shipping, receiving, loading and unloading, all drivers and helpers, car and truck washers, greasers, garage attendants, drivers, salespeople, ticket route clerks and mail car drivers.

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union. It is further agreed that there will be no written or verbal agreements between employer and employee, except by approval of this Union.

Article 2 – Union Security

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement, shall make application to and become a member of the Union, thirty-one (31) 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 person to make application to and become a member of the Union within said period of time shall obligate the Employer, upon notice from the Union to such effect and to the further effect that Union membership was available on the same terms and conditions applicable 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 notice to the Employer by the Union to such effect, obligate the Employer to Discharge such person within twenty-four (24) hours.

Section 2. Upon individual written authorization, the Employer agrees to deduct monthly 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 the Union monthly all such deductions. The Employer will deduct the dues amount from one (1) weekly

Article 29 – Pension

Effective April 1, 2015, the Employer shall contribute to the Central States Pension Fund the sum of one hundred twenty-one dollars (\$121.00) per week, per regular employee.

The Employer shall contribute the following amounts for regular employees:

Effective April 1, 2016	\$125.80 per week
Effective April 1, 2017	\$130.80 per week

Contributions shall be paid into the Fund in the manner prescribed by the Central States, Southeast and Southwest Areas Pension Fund, to maintain the eligibility of employees on the standards of all other participating employees.

Employees shall be eligible as follows:

All regular employees who are in the service of the Employer thirty one (31) days.

It is also understood that these payments will be paid by the Employer for employees who are eligible, while they are on the payroll of the Employer and while laid off temporarily or, on granted leaves of absence by the Employer not to exceed twelve (12) weeks after the first day of the month following date of lay-off or granted leaves of absence.

For employees who are off from work due to illness or injury, the Employer will pay twelve (12) weekly payments beginning with the first of the month following date of departure from work. Any employee absent because of illness or injury must submit a written Doctor's report of condition every thirty (30) calendar days to the operating Trustee and the Employer. If any employee fails to submit a written Doctor's report, the Employer will consider him as having voluntarily quit ten (10) days after Employer sends written notice to employee and the Union.

Any employee who remains absent from work due to illness or injury, longer than twelve (12) weeks, upon his return to work the payments will be paid by the Employer immediately upon an employee's return to work from an illness, injury.

Contributions shall be due for all periods for which the employee receives compensation upon his return to work.


Article 30 – Leaves of Absence

Non-FMLA Leaves of absence without pay beyond regular vacation to which an employee is entitled and which will not affect the employee's seniority or vacation credits, shall be granted on the basis of the length of continuous service set forth below. Vacations shall have preference over leaves of absence. Persons on leave of absence and vacation cannot exceed the number of persons allowed on vacation at any one time:

<u>Length of Service</u>	<u>Leaves of Absence</u>
Under 5 years	2 weeks
Over 5 years and under 10 years	1 month

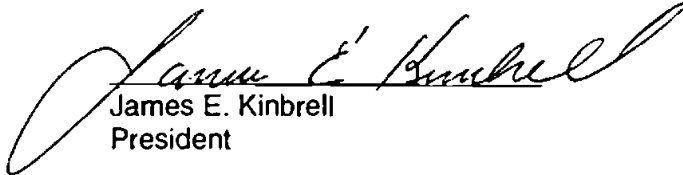
1. Serve a written notification upon the other party of the proposed termination of modification sixty (60) days prior to the expiration date thereof;
2. Offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications;
3. 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 that no agreement has been reached by that time; and;
4. Continue in full force and effect, without resorting to strike or lockout, all of the terms and conditions of the existing contract for a period of sixty (60) days after such notice is given or until the expiration of the contract, whichever occurs later.

US Foods



Bob Blyth
Vice President Labor Relations

Teamsters Local Union No. 682



James E. Kinbrell
President

RECEIVED
APR 21 2015
CONTRACT
DEPARTMENT

AGREEMENT

between

TEAMSTERS LOCAL UNION NO. 727

and

U.S.M.M., Inc.



SEPTEMBER 1, 2011 – AUGUST 31, 2014

RECEIVED

NOV 06 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

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 and Pharmacists, LOCAL NO. 727, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

THIS AGREEMENT is made and entered into this 1st day of September, 2011 by and between U.S.M.M., Inc, hereinafter referred to as the "COMPANY", and TEAMSTERS UNION, LOCAL NO. 727, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION".

ARTICLE I - RECOGNITION

(a) The Company recognizes the Union as the sole and exclusive bargaining agent for all Machinery, Water Pipe, Piling, Structural Steel, Heavy Iron Fork and Power Lift Operator and Scrap Metal Teamsters and drivers.

(b) Upon the signing of this Agreement, all employees of the Company covered by the bargaining unit as mentioned in Section (a), Article I, who are not members of the Union, shall on their 31st day of employment with the Company, become members of the Union.

(c) All employees included under this Agreement after the thirty (30) day waiting period while working for the Company must be members of 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 and Pharmacists, and in good standing with Local No. 727. Any delinquent employee shall not be allowed to work under this Agreement after written notice is given to the Employer by Local No. 727.

(d) All new drivers hired who are not members of the Union, shall become members of the Union on the 31st day after being hired or on the 31st day after the effective date of this contract; whichever is the later, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

The service of new employees shall be probationary for a period of ninety (90) days from the first day of employment, which period shall be known as the "trial period." During such period, employees shall be subject to dismissal without having recourse to the grievance and arbitration procedure provided herein. Upon completion of the trial period, employees shall be placed on the regular seniority list, and seniority shall commence as of the date of last hire.

(e) 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 24 hours after their hiring.

ARTICLE VIII - RIGHTS OF EMPLOYEES

The Union and the Employer recognize that drivers and delivery men who are Union members are strongly opposed to crossing picket lines in order to make pick-ups and deliveries, and that under law it is the right of a labor organization and its members to refrain from crossing a primary picket line. Accordingly, the Employer agrees that he will not discharge, discipline, or in any manner discriminate against, any driver for refusing to cross a primary picket line. For the purpose of administering this provision, the parties agree that a driver who desires to refrain from crossing a picket line shall promptly contact the Union office for the purpose of ascertaining whether the picket line is or is not primary. The Union agrees to use its best efforts promptly to obtain the relevant information and advise the driver accordingly. It is agreed that the driver's reliance upon an action in accordance with the opinion so obtained from the Union office shall be conclusive. It is further agreed that the good faith efforts of the Union to ascertain whether a picket line is primary or secondary and its advice to drivers accordingly shall not be considered a breach of any duty owed by the Union under this Agreement, or the violation of any duty imposed by the Union by law.

ARTICLE IX - WAGES AND BENEFITS

(a) The rate of pay for all truck drivers shall be as follows:

Effective September 1, 2011 - \$1.50 WAGE INCREASE PER HOUR
Effective September 1, 2012 - \$1.50 WAGE INCREASE PER HOUR
Effective September 1, 2013 - \$1.50 WAGE INCREASE PER HOUR

Starting rate for newly hired drivers shall be \$25

After thirty (30) days, new drivers will receive a twenty-five cents (\$.25) per hour increase. Not longer than three (3) years from the date of their hire, new employees shall be paid at the then current hourly rate for truck drivers.

(b) Chauffeurs sent to suburban towns, 20 miles or more beyond the City of Chicago where it is impossible for them to reach home the same day, and the truck is left in garage, shall be allowed reasonable expenses for room and board. Any chauffeur reporting for work outside of the City of Chicago, and who travels to and from the job each day, will receive one hour pay per day for traveling, providing that the job is within 20 miles of the City of Chicago. Chauffeurs who are sent to a temporary garage where it takes longer to reach the garage in the morning, and who have to come home at night, shall be allowed the difference in time.

(c) Any employee receiving more than the above rates will not suffer any reduction in pay, and will receive all general increases.

(d) Any employee having a death in the immediate family (mother, father, wife, husband, children, sister, brother, mother-in-law, father-in-law) shall be allowed up to three (3) days off with pay. Two (2) of the three (3) days are guaranteed, regardless of the day of death or funeral.

(e) The Company agrees to pay the following amount for every hour worked by each employee, including vacations.

Section 1

The Company agrees to pay the following monthly contributions to the Local 727, IBT, Health and Welfare Fund (the "Fund") for all of its eligible employees covered by this labor agreement for the purpose of providing health and welfare benefits under the Fund's Plan for said employees and their respective dependents:

Effective September 1, 2011 - Level 3 - \$1,412

Rates are only valid through the expiration of this agreement

Section 2

- (a) The Employer shall contribute to Teamsters Local Union No. 727 Health and Welfare Fund on account of each regular full-time employee covered by this Agreement the rates as determined by the Board of Trustees.
- (b) Contributions due hereunder to the Health and Welfare Fund for all employees shall commence with the month in which their employment begins.

Section 3

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

Section 4

It is also agreed that in the event the Employer is delinquent at the end of a month in the payment of its contributions to the Health and Welfare, Pension or Legal and Educational Assistance Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

Section 5

Effective January 1, 2008, should the Trustees of the Health and Welfare, Pension or Legal and Educational Assistance Funds audit the records of the Employer, such audit shall not exceed seven (7) years from the date of notice of audit.

- (a) The Company agrees to contribute the following amounts per week to the Central States, Southeast and Southwest Areas Pension Fund for any week in which work is performed, including vacation weeks for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2011	\$161.90
Effective April 29, 2012	\$174.90
Effective April 29, 2013	\$185.40
Effective April 29, 2014	\$195.50

ARTICLE X - GRIEVANCES

(a) There shall be no strikes or lockouts during the life of this Agreement until the provisions of Section (b) of this Article have been satisfied.

(b) In the event of any differences arising over the interpretation of this Agreement, any employee shall have the right to discuss such differences with his immediate supervisor. Should they be unable to agree, then the employee may request a meeting between his steward or business representative and a representative of the Company. Should the parties still disagree, then the Illinois Department of Labor shall appoint a third party to decide the issue.

(c) This Local will not uphold any member who may be discharged through dishonesty, intoxication or Neglect of duty.

(d) The Teamsters Drug and Alcohol policy is in effect.

ARTICLE XI - JURISDICTION OF LOCAL 727

The jurisdiction of this Local Union shall include Chicago, Illinois and vicinity.

ARTICLE XII - MILITARY SERVICE

(a) Any employee called into active service, or who in time of war volunteers into the Armed Forces of the United States Government, or is drafted by the Federal Government, shall be given a leave of absence for period of such military service and will accumulate seniority during such period of service. At the termination of his service, he will be rehired provided he is not dishonorably discharged and is physically able to do the available work in line with his seniority at the current rate of such work, and provided he reports within ninety (90) days from date of his discharge.

(b) The Union agrees that the Company shall have the right to dismiss from service any employee subsequently hired to replace those in service of the country.

ARTICLE XIII - LEGAL PLAN and EDUCATION

(a) The Company and the Union do hereby agree to be bound by the terms of the Agreement and Declaration of Trust creating and establishing the Local 727, I. B. T., Legal Service Fund (Fund), as amended from time to time.

MASTER AGREEMENT

This Agreement is entered into, effective on March 26, 2013 by and between UNION PAYROLL AGENCY, INC. ("Employer") located at 5430 Park Dr., Rocklin, Cal. 95765 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, upon notice to the Union, may implement the different terms.

RECEIVED

AUG 12 2014

CONTRACT
DEPARTMENT

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.

Article 16
Termination of Agreement

16.1 This Agreement shall become effective March 26, 2013, and shall expire along with the Exposition Workers' Agreement on or before May 25, 2018. The Agreement shall be subject to reopening effective on June 1, 2014 and June 1, 2015, and June 1, 2016 and June 1, 2017, solely with respect to Articles 5, 6, 7 and Article 15, Sections 15.1, .5 and .6. Section 15.3 may also be reopened, but only with respect to increases in the contribution rates to the Central States Pension Fund. Section 15.4 may be reopened, but only with respect to such contribution rate increases as may be necessary to maintain coverage under the MCTWF's Plan 818. The party desiring to reopen shall provide written notice to the other party at least thirty (30) days prior to the effective date of reopening. Additionally, if either party wishes to renegotiate or terminate this Agreement upon its expiration, the party so desiring shall provide written notice thirty (30) days prior to the termination of this Agreement. Written notice of termination of this Agreement will also serve as termination of the Exposition Workers' Agreement notwithstanding any term to the contrary in the Exposition Workers' Agreement.

UNION PAYROLL AGENCY, INC.

Redacted by U.S. Department
of the Treasury

By: _____

Date: 6/04/2013

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

By: _____

Date: _____

RECEIVED

AUG 12 2014

**CONTRACT
DEPARTMENT**

**CEDAR COMPANY AND TEAMSTERS, CHAUFFEURS AND
HELPERS LOCAL NO. 627**

CEDAR COMPANY, hereinafter referred to as EMPLOYER and TEAMSTERS, CHAUFFEURS AND HELPERS, LOCAL NO. 627, or their successors, 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. Operations Covered

(a) The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, but not including casual helpers, and such other employees as may presently or hereafter be represented by the Union.

(b) Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purposes of this Agreement.

(c) It is further understood and agreed that there shall be no duplication of any benefit for the same hours worked under this Agreement and under the Articles of Construction Agreement.

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

Section 1.

- (a) This Agreement shall be binding upon the parties hereto, their heirs, administrators and executors, and the parties hereto agree that they will not attempt to use any leasing device to a third party to evade this contract.

**ARTICLE 3
UNION SHOP AND DUES**

RECEIVED

SEP 10 2012

**CONTRACT
DEPARTMENT**

possible, include a representative of the Employer from time to time who may attend meetings and/or be copied with correspondence.

Should the Union fail to make a reasonable effort to explore the availability of a plan with hourly or daily contributions before contract termination, then the Union cannot strike the employer for failing to agree to health and welfare contributions in the new Agreement.

ARTICLE 29 **PENSION**

Effective August 30, 2012, the Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of \$27.60 per day, Sunday through Saturday, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more for Pension Class #16 under Schedule "B". Effective September 5, 2013, the contribution rate shall be \$28.70 per day and effective September 4, 2014 the contribution rate shall be \$29.80 per day, and shall be payable to Central States Pension Fund.

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

If an employee is absent because of illness or off-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 of 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, 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 employee or extra employee, 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 Local Union, the Area conference or the Trustees for delinquency in health and welfare and pension payments. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

ARTICLE 30 **DRUG POLICY**

The Employer and the Union agree to the Drug Policy attached hereto and incorporated herein by reference as Exhibit A.

ARTICLE 31 **MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Company and all management rights to repose in it. Nothing herein shall affect the internal control authority of the Employer. Except as specifically amended, changed or modified by the Agreement, these management rights include, but are not limited to the following:

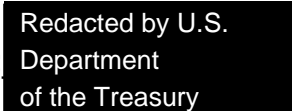
- (a) To direct all operations of the Company;
- (b) To determine the overall budget;
- (c) To establish work rules and schedules of work;
- (d) To suspend, discharge and take other disciplinary action for just cause against employees under the established work rules and regulations of the Company and the provisions of this Agreement;
- (e) To lay off employees;
- (f) To determine quality and maintain efficiency of the operations of the Company;
- (g) To determine the kinds, quality and amounts of services to be performed as pertains to the Company's operations; and the number and kind of classifications to perform such services;
- (h) To establish, implement and maintain an effective internal control program;


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 the expiration 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.

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

Dated this 1st day of September, 2012.

TEAMSTERS, CHAUFFEURS &
HELPERS LOCAL UNION NO. 627,
Affiliated With International Brotherhood
Of Teamsters

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

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

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

RECEIVED

SEP 10 2012

**CONTRACT
DEPARTMENT**

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between the Associated General Contractors of Illinois, and The Teamsters Downstate Illinois Construction Industry Negotiating Committee (T.D.I.C.I.N.C.).

The Employer and the Union recognize that as a condition of entering into this collective bargaining agreement, the Employer entered into an Agreement between the Central States Southeast and Southwest Areas Pension Fund dated _____ ("Pension Fund Agreement"), which the Employer paid certain substantial sums to the Pension Fund in order to become a "New Employer" under the Pension Fund's Direct Attribution Hybrid Model. The Union recognizes that but for the Pension Fund Agreement, the Employer and the Union may not have entered into this collective bargaining agreement.

The Union agrees that, in the event that one of the Withdrawal Events specified in Article 10.1 (a) or (b) (as currently set forth) of the Pension Fund Agreement occurs, and the Employer provides timely notice of the termination of its obligation to contribute to the Pension Fund pursuant to Article 10 of the Pension Fund Agreement, the collective bargaining agreement will be immediately amended to substitute contributions to a 401 (k) Plan to be determined by the Union for any contributions required to be made to the Pension Fund and that the Employer's obligations to contribution to the Pension Fund will cease immediately upon the effective date of the notice.

In the event that a triggering event is activated, Article 12 of the collective bargaining agreement would be amended only to reflect that the required contributions will be paid into a designated 401 (k) and not the Pension Fund.

FOR THE COMMITTEE:

Teamsters Downstate Illinois
Construction Industry Negotiating
Committee (T.D.I.C.I.N.C.)

Redacted by U.S. Department
of the Treasury

FOR THE ASSOCIATION:

The Associated General Contractors
of Illinois

Redacted by U.S. Department
of the Treasury

EMPLOYER

Legal Name of Employer

Signature of Authorized Representative
Of Employer

YARD AND CONCRETE MATERIALS AGREEMENT

GALESBURG BUILDERS SUPPLY COMPANY, hereinafter referred to as the Employer, and **TEAMSTERS, CHAUFFEURS & HELPERS LOCAL NO. 627**, or their successors, 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 I **UNION SHOP AND DUES**

Section 1. Union Shop

- A. The Employer recognizes and acknowledges that Teamsters Local Union No. 627 is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.
- B. All present employees who are members for the Local Union on the effective date of this subsection shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection, whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.
- C. When the Employer needs additional men he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.
- D. Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

employee works 850 hours then that employee would receive 85% of 40 hours or 34 hours vacation time. Further, vacation must be scheduled upon mutual agreement between Employer and employee.

Each week of vacation shall begin on Sunday and end on Saturday.

Employees, who choose to give reasonable notice of not less than one (1) week to the Employer for vacation pay prior to starting vacation, will not be permitted to work at all during vacation leave. Employees, who choose not to take vacation pay prior to the commencement of their vacation, may work during their vacation if they so choose. In the event an employee works during their vacation, then the vacation days taken shall be reduced by the number of days worked during vacation and the same shall be reccredited to the employee the same as if not taken. Further, employees who request continuous vacation from the end of one month into the beginning of another month can only request vacation pay in advance for the month in which their vacation commences.

ARTICLE 25

PENSION

Effective May 1, 2014, the Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund for employees covered by this Agreement who have been on the payroll thirty (30) days or more \$43.20 per day, Sunday through Saturday. Effective May 1, 2015 the daily contribution rate shall be increased to \$44.90; effective May 1, 2016 the daily contribution rate shall be increased to \$46.70; effective May 1, 2017 the daily contribution rate shall be increased to \$48.60.

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 Addendum or for operations under the Central States Southeast and Southwest Areas Pension Fund Agreement to which the Employers who are party to this Agreement are also parties. By the execution of this Addendum the Employer authorized the Employer's association which are parties hereto 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 make the required contributions to the Fund for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contribution until such time as the 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 day worked on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including days where work is performed for the Employer but not under the provisions of this Agreement and although contributions may not be made for those days 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 fees and cost of collection.

ARTICLE 26

HEALTH AND WELFARE

Effective May 1, 2014, the Employer agrees to contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund, Plan MK (M9), the sum of \$309.70 per week, Sunday through Saturday, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, and effective May 1, 2015, the contribution rate shall be increased to \$333.70 (not to exceed) per week, and effective May 1, 2016, the contribution rate shall be increased to \$366.70 (not to exceed) per week, and effective May 1, 2017 the contribution rate shall be increased to a weekly amount to be determined at a future date.

also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice of at least sixty (60) days prior to April 30, 2018, or April 30th of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to change terms and conditions of such Agreement.

Revisions agreed upon or ordered shall be effective as of May 1, 2014. The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

GALESBURG BUILDERS

SUPPL

Redacted by U.S. Department
of the Treasury

By:

Date:

TEAMSERS, CHAUFFEURS
& HELPERS LOCAL NO. 627

Redacted by U.S. Department
of the Treasury

By:

Date: 6-16-14

Redacted by U.S.

By: Dept. of the Treasury

Date: 6-17-2014

RECEIVED

JUN 26 2014

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT BETWEEN
TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627
AND
R. A. CULLINAN & SON, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC.
(MECHANICS)

THIS AGREEMENT made and entered into this 1st day of May, 2015, by and between the Company signatories hereto, party of the first part, and the Teamsters, Chauffeurs and Helpers Local Union No. 627, affiliated with the International Brotherhood of Teamsters, party of the second part.

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 be defined as Mechanics, Mechanics' Helper, Grease Men, Tire Man and Working Foreman.
- 1-3 The Company will neither negotiate nor make collective bargaining agreements for any of its defined employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.
- 1-4 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.
- 1-5 The Union recognizes, for the purpose of this contract, each member of the bargaining group, as separate entities and shall apply the conditions of this contract accordingly.

ARTICLE 2
UNION SHOP AND DUES

UNION SHOP

- 2-1 The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act:

All present defined 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 their employment. All present defined employees who are not members of the Local Union and all

Effective June 1, 2017, the weekly contribution shall be increased to Three Hundred Fifteen Dollars (\$315.00).

- 12-2 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.
- 12-3 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in the payment of his contribution to the Health and Welfare Fund, under this contract in accordance with the rules and regulations of the Trustees of such fund, after the proper official of the Local Union has given 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.
- 12-4 By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to similar collective bargaining agreements signed with Teamsters Unions to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such trust agreements hereby waiving all notice thereof and ratifying all action taken or to be taken by such trustees within the scope of their authority.
- 12-5 The Employer further agrees that during the period of layoffs, the Employer shall make the above contributions during the period of layoff.

ARTICLE 13

PENSION FUND

- 13-1 Effective May 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred Ninety-One Dollars and Forty Cents (\$291.40) per week for each employee covered by this Agreement for each week or part of the week for which the employee receives compensation from the Employer. Effective May 1, 2016, the weekly contributions shall be increased to Three Hundred Three Dollars and Ten Cents (\$303.10). Effective May 1, 2017, the weekly contributions shall be increased to Three Hundred Fifteen Dollars and Twenty Cents (\$315.20).
- 13-2 This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for 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.

- 13-3 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.
- 13-4 If any employee is injured on the job, the Employer shall continue to pay all required contributions during the time the employee would have normally worked had he not been injured; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.
- 13-5 There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the Pension Fund or new pension plan, regardless of whether the equipment rental is at the minimum rate or 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 all or part of two (2) days during that week under the provisions of this Agreement.
- 13-6 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 or new pension plan, in accordance with the rules and regulations of the Trustees of such Fund or Plan, the Local Union or the Illinois Conference of Teamsters, after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as 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. Employers who are delinquent must also pay all attorney fees and cost of collections. It is understood that the Employer's liability to the Central States Fund or new pension plan shall be limited to the terms of this Agreement.

ARTICLE 14

SEPARABILITY AND SAVINGS CLAUSE

- 14-1 If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to

which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- 14-2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE 15

TOOLS

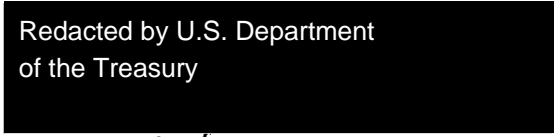
- 15-1 The Company agrees to furnish the required tools for mechanics upon the approval of supervision.

ARTICLE 16

TERMINATION CLAUSE

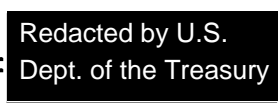
- 16-1 This Agreement covering the classifications of Working Foremen, Mechanics, Mechanics' Helpers, Grease Men and Tire Men shall be in full force and effect from May 1, 2015, until April 30, 2018, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify the Agreement is served by either party upon the other party sixty (60) days prior to the annual date of expiration.
- 16-2 Any supplement to this Agreement mutually agreed to by both parties hereafter becomes a part of this Agreement.
- 16-3 All the terms, wages and conditions of this contract are retroactive to the expiration date of the previous contract as of April 30, 2015.

SIGNED FOR THE PARTY OF THE
FIRST PART, CONTRACTOR:

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

Date: 5/1/15

SIGNED FOR THE PARTY OF THE
SECOND PART, TEAMSTERS,
CHAUFFEURS & HELPERS LOCAL
UNION NO. 627

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

Date: 5-1-15

RECEIVED
MAY 04 2015
CONTRACT
DEPARTMENT

This Agreement made and entered into between Wayland Ready Mix, party of the first part, hereinafter referred to as the Employer, and Teamsters, Chauffeurs and Helpers Local Union No. 627, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions.

ARTICLE I
UNION SHOP AND DUES

Section 1: (a) The Employer recognizes and acknowledges that the Local Union is the exclusive bargaining agent of all employees in the classification of work covered 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 continued employment. All present employees who are not members 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 employment, or on and after the 31st day following the effective date of this subsection, whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

(c) When the Employer needs additional men, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

(d) The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union such deductions. When written authorization is given by the employees, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check-off procedures and time shall be worked out locally.

Section 2: Probationary Employees A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) days, the employee shall be placed on the Employer's regular seniority list.

In case of discipline within the thirty (30) day period, the Employer shall notify the Local Union. Casual employees shall not come under this provision.

This Agreement shall be re-opened the second and third years of this Agreement for wages negotiations only. Should the parties fail to reach an agreement both parties shall be permitted all economic recourse. The parties further agree that during the second and third year of this Agreement the Union reserves the right to economic action in the event the parties cannot agree to wages in the second and third year of this Agreement.

New drivers shall be paid twenty-five cents (\$0.25) per hour less for the first thirty (30) days of employment.

ARTICLE 24 **PENSION**

Effective May 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Twenty-Four Dollars and Twenty Cents (\$24.20) per week to maintain Schedule "B" for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 1, 2014, the weekly contribution shall be Twenty-Five Dollars and Twenty Cents (\$25.20). Effective May 1, 2015, Twenty-Six Dollars and Twenty Cents (\$26.20).

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work however, such contributions shall not be made for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being 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 or extra employee, even though such employee may work only part time under the terms 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.

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

WAYLAND READY MIX

TEAMSTERS LOCAL UNION NO. 627

Redacted by U.S. Department
of the Treasury

BY:

Redacted by U.S. Department
of the Treasury

BY:

6-14-13

Redacted by U.S.
Dept. of the Treasury

BY:

DATE: 7-8-13

DATE: 6-17-13

RECEIVED

JUL 18 2013

CONTRACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

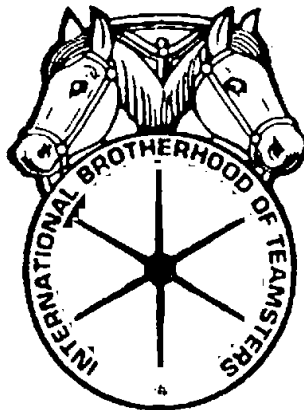
by and between

UNITED DAIRY, INC. of Martins Ferry, Ohio



And

International Brotherhood of Teamsters



LOCAL UNION NO. 697
WHEELING, WV

RECEIVED

AUG 21 2012

**CONTRACT
DEPARTMENT**

June 1st, 2012 through and including May 31st, 2016

AGREEMENT

This Agreement made and entered into by and between the United Dairy, Inc. of Martins Ferry, Ohio, hereinafter referred to as the Employer, and the General Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 697 of Wheeling, WV, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the Union.

WITNESS: WHEREAS: - The Employer is engaged in furnishing essential food products which vitally affect the health and general well-being of a large number of the population and

WHEREAS: - The faithful carrying out of its obligations of service to the public is the mutual responsibility of both the employees and the management of the Employer and requires that any dispute arising between the employees and the management be adjusted and settled in an orderly manner without interruption of said service to the public, without strikes and lockouts.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I BARGAINING UNIT - RECOGNITION

Section 1: (a) It is mutually agreed by and between the parties hereto that this Agreement shall apply to and be binding upon the driver-salesman, plant employees, garage employees, and hourly drivers at the Martins Ferry, Ohio plant of the Employer and shall exclude all other employees, professional employees, plant mechanics and supervisors as defined in the National Labor Relations Act as amended. All new plant machinery shall be operated by members of the bargaining unit.

(b) It is recognized that the Teamsters Local Union No. 697, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America is the sole bargaining agent for all classifications mentioned herein.

(c) 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 on or after the thirtieth (30th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, that the continued employment by the Employer is said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of their 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 members of the Union not later than the thirtieth (30th) day following the execution date of this Agreement.

Schedule of Covered Services and Supplies

	Base Value
Eye Examination.....	\$ 1.00
Lenses (Pair)*	
Single Vision.....	\$ 1.00
Bifocal.....	\$ 1.50
Trifocal.....	\$ 2.00
Lenticular.....	\$ 5.00
Frames.....	\$.75

Contact Lenses (Pair)*

1. If visual acuity is not correctable to 20/70 in the better eye, except by the use of contact lenses..... \$10.00
2. If the patient is being treated for a condition, such as Keratoconus, or Anisometropia, and contact lenses are customarily used as part of the treatment..... \$10.00
3. If required following cataract surgery..... \$10.00
4. All other..... \$ 1.75

Charges for orthopedics, vision training or subnormal vision aids are not covered.

*Note: The amount for a single lens is 50% of the amounts shown for a pair of lenses.

The plan will pay the actual charge for the covered services and supplies up to the maximum. If the charge is less than such maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty days.

Conversion Factor=\$20.00

(g) Action for delinquent contributions may be instituted by either the Local Union or the Trustees of the Plan. Employers who are delinquent must also pay all attorney's fees and costs of collections.

(h) All new employees hired after ratification will be eligible for insurance beginning the 1st of the month after 90 calendar days.

ARTICLE XIV PENSION

Section 1: The Employer shall contribute weekly 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) or more days.

<u>6/3/12</u>	<u>6/2/13</u>	<u>6/1/14</u>	<u>5/31/15</u>	<u>5/29/16</u>
\$121.90	\$129.90	\$137.00	\$145.20	\$151.00

Section 2: (a) 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.

(b) By the execution of this Agreement, the Employer agrees to enter into a Participation Agreement for the administration of such funds and to designate and accept as Employer Trustees. The present Employer Trustees appointed under the Fund and all past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement and to waive all notice of the appointment of the Employer Trustees and to ratify all actions taken or to be taken by such Trustees within the scope of their authority.

(c) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions 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 Employer but not under the provision of this contract and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

(e) 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 or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given 72 hour notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting thereof.

ARTICLE XV VACATIONS AND LEAVE OF ABSENCES

Section 1: (a) Any employee covered by this Agreement with one (1) or two (2) years of service with the Employer shall receive one (1) weeks vacation with pay.

(b) Employees with two (2) to nine (9) years of service with the Employer shall receive two (2) weeks' vacation with pay.

AGREEMENT
BETWEEN
UNITED PAPER SERVICE COMPANY
(UPSCO)
AND
TEAMSTERS LOCAL UNION 377

MARCH 1, 2015 THROUGH FEBRUARY 28, 2020

RECEIVED

MAR 12 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement made and entered into by and between UPSCO, Inc. of Youngstown, Ohio, party of the first part, hereinafter designated as the "Company", and the TEAMSTERS LOCAL UNION 377, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter designated as the "UNION".

ARTICLE 1: UNION SHOP

- 1.1 The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Company.
- 1.2 The Company agrees that any and all employees covered by this Agreement and within the classification of the work herein provided shall become and remain members of the Union in good standing as a condition of continued employment immediately following the first thirty (30) days of their employment. It is understood that application of membership in the Union shall be made by all employees covered hereunder immediately following the first thirty (30) days of employment.

ARTICLE 2: CHECK-OFF CLAUSE

- 2.1 The Company agrees that it will deduct from the wages or money payable to any person covered by this Agreement and pay to the Union the amount of regular Union membership dues and initiation fees which that person has authorized the Company to deduct by a written Assignment and authorized in the form as provided by the Union.

ARTICLE 3: PROTECTION OF RIGHTS

- 3.1 It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event of an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line including primary picket lines at the Company's place of business.

- 27.2 By the execution of this Agreement, the Employer authorizes the Trustees of the Teamsters Local Union 377 Health and Welfare Fund to adopt such rules and regulations necessary for the administration of such Fund, hereby waiving all notice thereof and ratifying all action already taken or to be taken by such Trustees within the scope of their authority.
- 27.3 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall upon exhaustion of sick pay benefits, 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, such employee shall make arrangements to pay or have paid the required amount of monies to the Health and Welfare Fund for the period of the leave of absence.
- 27.4 Contributions to the Health and Welfare Fund must be made each week on each regular employee. However, if the employee is covered under another Fund by the Union contract, the Company shall not be required to pay twice on the same employee for the same work week. Casual or spot labor shall not be covered by this Section.
- 27.5 Notwithstanding anything herein contained, it is agreed that, in the event any Company is delinquent at the end of a period in the payment of his contributions to the Health and Welfare Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund or Funds, the employees or their representative shall have the right to take such action as they deem necessary until delinquent contributions are made and it is further agreed that, in the event such action is taken, the Company shall be responsible for any losses resulting therefrom.
- 27.6 The payment of the contributions herein above provided for shall be in full of any and all responsibilities, liabilities and obligations the Company has or may have with reference to any payment, claims or demands which said Funds, its Trustees or beneficiaries have or may have against said Company.

ARTICLE 28: PENSION

- 28.1 The Company shall, during the life of this Agreement, contribute to the Central States Southeast and Southwest Areas Pension Fund, the following maximum sums per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective March 1, 2015	\$150.10 per week per employee	4%
Effective March 1, 2016	\$156.10 per week per employee	4%
Effective March 1, 2017	\$162.30 per week per employee	4%
Effective March 1, 2018	\$168.80 per week per employee	4%
Effective March 1, 2019	\$175.60 per week per employee	4%

- 28.2 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 Southern Area Agreements to which the Company, who is a party to this Agreement, is also a party. 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.
- 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, upon exhaustion of sick pay benefits, 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.
- 28.4 The Employer hereby agrees to make available to the bargaining unit employees the Teamsters-National 401 (k) Savings Plan (the "Plan"). The Employer will not make any contributions to this Plan.

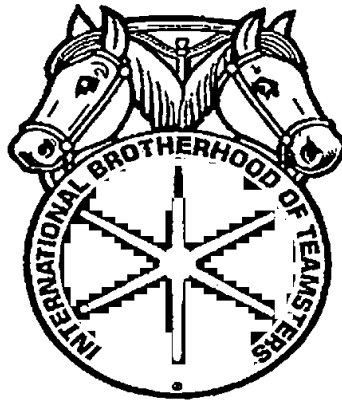
The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sum to Mass Mutual or its successor 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 377 and the Trustees of the Plan evidencing employer participation in the Plan effective prior to any employee's deferral being received by the Plan.

2014 NOV 3 PM 1 54

AGREEMENT BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO.200



AND

**UNITED PLUMBING & HEATING SUPPLY
COMPANY, INC.**

July 01, 2014 – June 30, 2015

RECEIVED
NOV 04 2014
CONTRACT
DEPARTMENT

This Agreement is entered into between United Plumbing & Heating Supply Company, Truck Drivers, hereinafter referred to as the "Employer," and Teamsters "General" Local Union No. 200, hereinafter referred to as the "Union."

WITNESSETH: WHEREAS, both parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, working hours and 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 representatives of the Teamsters "General" Local Union No. 200 as the sole bargaining agent in the matter of wages, hours and working conditions for all truck drivers in the plumbing and heating supply concerns of the Employer.

ARTICLE 2 INSPECTION

Section 1. A Union business agent shall have access to the Employer's place of business, providing such agent reports in with the supervising office prior to entering, during working hours, for the purpose of adjusting disputes and ascertaining that the Agreement is being adhered to so long as such activities do not interfere with or disrupt Company operations.

ARTICLE 3 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.

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.

ARTICLE 11 HEALTH AND WELFARE

Section 1. By the execution of this Agreement, the Employer agrees to conform to the terms and conditions of the Wisconsin Health Fund Agreement, and accepts the Employer Trustees who were designated in accordance with the Trust Agreement setting up said Health and Welfare Fund as this Employer's representatives, to administer such Fund, and hereby ratifies all actions already taken or to be taken by such Trustees, within the scope of their authority.

Section 2. Effective July 1, 2014, the Employer shall contribute to the Wisconsin Health Fund, for Plan A-2 coverage, with enhanced benefit of A-1 Loss-of-Time coverage, the sum of Four Hundred Nineteen Dollars and Sixty-Nine Cents (\$419.46) per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective July x, 20xx, the Employer shall contribute to the Wisconsin Health Fund the entire weekly premium cost to maintain the coverage for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. The Health and Welfare increases will be allowed, but will be discussed each year when final numbers are determined. It is further agreed between the parties, that in light of the uncertainty surrounding the implications, interpretations and impacts of the Affordable Care Act ("Obama Care"), the parties shall reserve the right to reopen only this specific article for further discussion.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effect, sufficient moneys to pay the required contributions into the Health and Welfare Fund during the period of absence.

ARTICLE 12 PENSION

Section 1. Effective July 1, 2012, and for the duration of the Agreement, the Employer shall contribute to 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.

Effective 07/01/14 - \$185.40

CONTRACT

BETWEEN

UNITED READY MIX

AND

**TEAMSTERS LOCAL UNION NO. 627
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

May 1, 2013 - April 30, 2015

RECEIVED

DEC 09 2013

**CONTRACT
DEPARTMENT**

THIS AGREEMENT, made and entered into this 1st day of May, 2013, by and between **UNITED READY MIX** ("Company" or "Employer") and the **TEAMSTERS LOCAL UNION NO. 627**, affiliated with the **International Brotherhood of Teamsters** ("Union").

ARTICLE 1 **RECOGNITION**

Section 1: The Company recognizes the Union, its agents, representatives or successors as the exclusive bargaining agent for all of the employees of the Company as defined in this Agreement.

Section 2: "Employees" are defined as Ready Mix Drivers and Mechanics. Casual employees are defined as employees hired by the Company to work on a casual basis, which work less than one thousand (1,000) hours during any twelve (12) month period. Employees designated as casual who work more than one thousand (1,000) hours during any twelve month period will, consistent with the attached Letter of Understanding, be considered regular employees for purposes of participation in the Central State Pension Fund. Casual employees will only be covered by Article 1, Article 2, Article 4, Section 3, Article 5, Section 6 and Article 8 of this Agreement.

Casual employees may not be used on any day of the week, including Saturday or Sunday, unless all regular employees are working on the day the casual employee is working. The parties also agree that casual employees will not, on an annual basis, work more than thirty-five percent (35%) of all hours worked by employees (regular and casual) covered by this Agreement. The Union also agrees that if it negotiates any other contract with less strict limitations on the use of casual employees, this Company will have the right to adopt these new restrictions regardless of anything to the contrary in this Agreement. Casual employees will be offered regular positions before any new regular, full-time employees are hired.

Section 3: The Company will neither negotiate nor make collective bargaining agreements for any of its defined 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.

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 Health and Welfare Fund during the period of absence.

Section 3: Notwithstanding anything to the contrary, it is agreed that if the Employer is delinquent at the end of a period in the payment of his contributions to the Health and Welfare or Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare or Pension payments, 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 from the action.

Section 4: The Company shall continue to make the weekly health and welfare contributions for a period not to exceed one (1) year for employees who are on layoff and have a seniority date that falls before September 1, 1989. All employees who are placed on the seniority list after September 1, 1989, must work at least eight (8) hours during the week in order to qualify for a weekly health and welfare contribution.

ARTICLE 15

PENSION FUND

Section 1: Effective May 1, 2013 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 regular employee covered by this Agreement who has completed his/her probationary period. Effective May 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty dollars and Twenty cents (\$140.20) per week for each week for each regular employee covered by this Agreement who has completed his/her probationary period.

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

Section 3: If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Section 4: Contributions to the Pension Fund must be made for each week an employee works eight (8) hours or more during the week.

Section 5: Notwithstanding anything to the contrary, it is agreed that if the Employer is delinquent at the end of a period in the payment of his contributions to the Health and Welfare or Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare or Pension payments, 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 from the action.

ARTICLE 16 **UNAUTHORIZED ACTIVITY CLAUSE**

Section 1: The Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Company, a written notice listing the Union's authorized representatives who will deal with the Company, make commitments for the Union generally, and in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work. The Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company, during the first twenty-four (24) hour period of such unauthorized stoppage of work shall have the sole and complete right of reasonable discipline, short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. If the stoppage continues, after twenty-four (24) hours, the Company 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. These employees shall not have any recourse to any other provisions of this Agreement.

ARTICLE 17 **SEPARABILITY AND SAVINGS CLAUSE**

Section 1: If any portion of this Agreement is 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 shall not be affected.


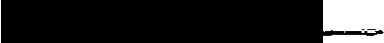
LETTER OF UNDERSTANDING AND AGREEMENT

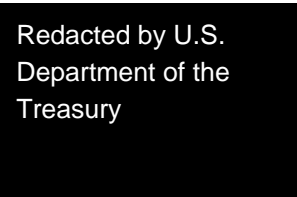
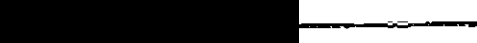
With respect to casual employees, the parties agree that in the event that an individual employed on a part-time or casual basis works One Thousand (1,000) hours or more in a twelve (12) month period, he will be considered a regular employee for purposes of participation in the Central States Pension 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.

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 forty-five (45) working days (but no more than ninety (90) calendar days).

UNITED READY MIX, INC.

TEAMSTERS LOCAL UNION NO. 627


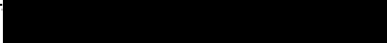
By:  _____
Its:  _____

By:  _____
Its:  _____

Date: 11-29-13

Date: 12-4-2013

By:  _____
Its:  _____

By:  _____
Its:  _____

Date: 12-3-13

Date: 12-4-2013

RECEIVED

DEC 09 2013

CONTRACT
DEPARTMENT

AGREEMENT

between

UNIVAR USA INC.

and

**GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 89**

Louisville, KY

November 1, 2013 - October 31, 2016

RECEIVED

NOV 15 2013

**CONTRACT
DEPARTMENT**

THIS AGREEMENT, made and entered into the date set forth below, by and between Univar USA Inc., 6800 Enterprise Drive, Louisville, Kentucky, 40214, hereinafter referred to as the "Company," and the GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 89, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter called "Union," for and in favor of certain warehouse employees, hereinafter referred to as the "Employees," and it is hereby agreed as follows:

PREAMBLE

It is the policy of the Company and the Union to promote and maintain a high standard of efficiency and production, and it is the intent and purpose of the parties hereto that this Agreement shall promote good industrial and economic relations between the Company and the Employees.

ARTICLE 1

SCOPE OF THE AGREEMENT

This Agreement covers all employees used as Material Handlers and Drivers, and shall not include any other employees.

ARTICLE 2

UNION RECOGNITION AND MEMBERSHIP

1. The Company recognizes the Union as the sole collective bargaining agent for all employees included under "Scope of Agreement" under Article 1, in matters relating to wages, hours and working conditions.
2. All employees shall apply for membership in the Union on the thirty-first (31st) day of their employment and shall, as a condition of employment, maintain their membership in the Union in good standing.
3. For the purpose of this Agreement, "membership in good standing" shall be defined as the payment or tender of payment of the initiation fee and periodic dues for the duration of this Agreement.
4. The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees, and therefore, agrees that it will cooperate with the Company and lend its support to assure a full day's honest effort on the part of all its members in return for a day's pay; that it will cooperate to the best of its ability to combat absenteeism and any other practices which restrict efficient operations.
5. The Company will, upon written authorization of any bargaining unit employee, deduct Union dues and initiation fees from said employee's wages. The Company will transfer such withheld Union dues within fifteen (15) days to Local Union No. 89.

Company shall deduct from each employee's paycheck seventeen percent (17%) of the total cost of the premium on a bi-weekly basis to maintain C-4 coverage.

Effective November 1, 2015, the Company shall contribute to the Central States Southeast and Southwest Areas Health & Welfare Fund (Plan C-4) up to the sum of three hundred fifty-eight dollars and seventy cents (\$358.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. The Company shall deduct from each employee's paycheck twenty percent (20%) of the total cost of the premium on a bi-weekly basis to maintain C-4 coverage.

Any savings achieved based on the actual November 2, 2014, and November 1, 2015 Plan C-4 rates are to be split 50/50 between the Company and the Employees.

2. By the execution of this Agreement, the Company authorizes the Employer Trustees to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving 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 Company of such absence, the Company shall continue to make the required contributions through that payment period. In no event will contributions exceed a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than 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.

4. Notwithstanding anything herein contained, it is agreed that in the event the Company is, due to its own negligence, delinquent at the end of a period in the payment of its contributions to the Health and Welfare Fund created under this contract, in accordance with the rules and regulations of the Trustee of such Fund, the employees or their representatives shall have the right to take such action as they deem necessary, and until such delinquent contributions are made, and it is further agreed that in the event such action is taken, the Company shall be responsible to the employees only for the losses attributed to claims arising under the Health and Welfare fund.

5. In all instances, a Union representative shall first meet with a representative of management of the Company to discuss the exact nature of the delinquency prior to applying economic sanctions, and the Union shall give seventy-two (72) hours written notice to the Company before applying any such economic sanctions.

ARTICLE 12

PENSION FUND PAYMENTS

1. Effective November 1, 2013, 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 following weekly rate:

	<u>11/01/2013</u>	<u>11/01/2014</u>	<u>11/01/2015</u>
Contribution	\$200.80 (4%)	\$208.80 (4%)	\$217.20 (4%)

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

3. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contribution through that payment period. In no event will contributions exceed a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than 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.

4. Contributions to the Pension Fund must be made for each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this contract.

ARTICLE 13

SEPARABILITY AND SAVINGS CLAUSE

1. If any article or section of this contract 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 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.

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 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 all legal or economic recourse in support of its demand, notwithstanding any provision of this contract to the contrary.

ARTICLE 14

TRANSFER OF TITLE

In the event that the title or ownership of the Company is transferred, the Company hereby agrees to notify the prospective purchaser of the existence of the present

AGREEMENT

between

UNIVAR USA INC.

and

TEAMSTERS LOCAL UNION NO. 968

HOUSTON, TEXAS

February 1, 2013 through January 31, 2018

RECEIVED

FEB 26 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

PREAMBLE

This AGREEMENT is made and entered into this 1st day of February 2013 by and between Univar USA Inc. (hereinafter referred to as the "Company"), and TEAMSTERS GENERAL DRIVERS, WAREHOUSEMEN, HELPERS, PRODUCTION MAINTENANCE AND SERVICE EMPLOYEES, LOCAL NO. 968, affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

1. The Company recognizes the Union as the exclusive representative of all employees of the Company employed at 777 Brisbane Street, Houston, Texas, within the job classifications covered by this Agreement and more particularly set forth in Appendix A hereof, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for those employees as defined in NLRB 23-RC-1787 (Houston).

2. The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent for the employees and, therefore, agrees that it will cooperate with the Company and lend its support to assure a full day's honest effort on the part of all its members in return for a day's pay; that it will cooperate to the best of its ability to combat absenteeism and any other practices which restrict efficient operations.

ARTICLE 2- ENTIRE AGREEMENT

1. This Agreement constitutes the sole and entire existing agreement between the parties hereto and supersedes all prior agreements, commitments, or practices, oral or written, between the Company and the Union or the employees and expresses all the obligations of any restrictions imposed upon each of the respective parties during its term. The parties hereby mutually release each other from any and all other obligations to each other or the employees. This Agreement may be altered or amended only by written agreement between the parties hereto. The waiver of any breach hereof or any term or condition herein by either party shall not constitute a precedent for the future waiver of any breach, term or condition, nor deprive such party of the full benefit of rights hereunder pertaining to any breach, term or condition.

ARTICLE 3 - MANAGEMENT RIGHTS

1. It is understood and agreed that the Company reserves the normal management functions, powers and authority which have not been specifically delegated or modified by this Agreement, provided these rights are exercised with due regard for the rights of the employees, and provided further the Company shall not discharge or discipline employees except for just cause.

ARTICLE 4 - UNION REPRESENTATION

1. When the Company needs additional employees 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.

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

3. If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of State Law or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall

or in excess of forty (40) hours in any work week, whichever is greater and for all hours worked on the fifth (5th) consecutive day worked in the work week.

4. The Company shall give employees up to two (2) hours advanced notice before the end of the shift, whenever possible.

ARTICLE 14 - REPORTING PAY

1. Any regular employee called and reporting for duty on time and in condition to work on any regularly scheduled workday shall receive a minimum of eight (8) hours' work or be paid eight (8) hours at his regular straight-time hourly rate. Such employees shall accept assignment at any work he can perform, provided he does not leave sooner of his own accord.

2. All employees called and reporting for duty on time and in condition to work on non-scheduled work days or called back after regular hours after they have clocked out and have left the plant premises, shall receive at least four (4) hours at time and one-half pay at the applicable hourly rate, provided they do not leave before being released.

3. Any regular employee working a 4-10 schedule who is called and reports for duty on time and in condition to work on any regularly scheduled work day shall receive a minimum of ten (10) hours' work or be paid ten (10) hours at his regular straight-time hourly rate. Such employees accept assignment at any work he can perform, provided he does not leave sooner of his own accord.

4. Any regular employee working a 4-10 schedule who is called and reports for duty on time and in condition to work on non-scheduled work days or called back after regular hours after they have clocked out and have left the plant premises, shall receive at least five (5) hours at time and one-half pay at the applicable hourly rate, provided they do not leave before being released.

ARTICLE 15 - EMPLOYEE BENEFITS

1. All qualified employees shall be covered by the following Company plans (as now written or as may be modified) during the life of this Agreement:

- a. Health Care Plan (Medical, Hospital, Dental, Vision, Prescriptions)
- b. Employee Assistance Program
- c. Sick Leave
- d. Short-Term Disability
- e. Long-Term Disability
- f. Life Insurance
- g. Accidental Death and Dismemberment Insurance
- h. 401(k) Plan*
- i. Severance Benefits Plan

* The Company match to employee 401(k) contributions will cease on December 31, 2013. Employees may thereafter continue to contribute to the Company 401(k) plan without the match.

2. Any regular employee working a 4-10 schedule who is eligible for Sick Leave will be paid at ten (10) hours per day.

ARTICLE 16 - PENSION FUND

1. Effective February 1, 2013, the Company 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 sixty (60) days or more.

Effective February 1, 2014, the Company shall contribute to the Central States Southwest Areas Pension Fund the sum of one hundred forty three dollars and ten cents (\$143.10) per week for each employee covered by this Agreement who has been on the payroll sixty (60) days or more.

Effective February 1, 2015, the Company shall contribute to the Central States Southwest Areas Pension Fund the sum of one hundred forty eight dollars and eighty cents (\$148.80) per week for each employee covered by this Agreement who has been on the payroll sixty (60) days or more.

Effective February 1, 2016, the Company shall contribute to the Central States Southwest Areas Pension Fund the sum of one hundred fifty four dollars and eighty cents (\$154.80) per week for each employee covered by this Agreement who has been on the payroll sixty (60) days or more.

Effective February 1, 2017, the Company shall contribute to the Central States Southwest Areas Pension Fund the sum of one hundred sixty one dollars and no cents (\$161.00) 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 for operations under this Agreement or for operations under the Southeast and Central States Area Agreements to which employers who are party to this Agreement are also parties.

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

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

ARTICLE 17 - SAFETY

1. The Company shall make reasonable provisions for the safety and health of its employees during the hours of employment. All protective devices, wearing apparel (other than regular work clothing) and other equipment necessary to properly protect employees from injury shall be provided by the Company. Uniforms are to continue to be furnished and maintained by the Company as is present practice. The Company shall also provide Company uniforms which all employees shall wear while at work. Employees shall be expected to work in a safe manner at all times. Employees shall wear all protective devices, wearing apparel and other equipment as provided by the Company and required for specified duties. Failure to do so will result in disciplinary action including discharge.

2. The Company shall reimburse employees for the cost of safety shoes up to a maximum of \$150.00 per year. These shoes shall be purchased from "Hytest Stores" or other vendors



UNIVERSAL OIL, INC.



AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of November 30, 2012, by and between UNIVERSAL OIL, 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, 2012 until terminated, as hereinafter provided.

2. The Employer recognizes the Union as the exclusive bargaining agent for all employees in its plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores, except guards, laboratory employees, office employees and supervisors, as defined by the National Labor Relations Act.

ARTICLE II - CONDITIONS OF EMPLOYMENT

1. The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed.

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

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

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

5. Within five (5) days of notification by the Union that an employee is in default in the payment of his or her dues, or initiation fees, the Company shall be required to discharge said employee and said request must be complied with.

6. The Union shall establish a hiring hall, which shall be upon the premises of the Union Headquarters. The Union shall be the only source of applicants for the furnishing of the type of labor covered by this Agreement, but the Employer shall retain the right to refer applicants for employment to the Union hiring hall, and any applicant referred by the Employer shall be given preference over all other applicants. Selection of applicants by the Union for referral to the Employer to jobs shall be upon a 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 Sunday or Holiday. 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. For employees hired after March 18, 2103, of this agreement, all worked performed over and above forty (40) hours in any work week shall be paid at the rate of time and one-half the regular hourly rate.

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 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. For employees hired after ratification of this agreement, the work week will be Monday through Sunday with two consecutive days off. 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 unless Saturday is a regular work day.

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

ARTICLE XVII - PENSION FUND

Effective November 30, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred forty three dollars and ninety cents (\$243.90) per week for each employee who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred fifty eight dollars and fifty cents (\$258.50) 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 (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred seventy-four dollars (\$274.00) per week for each employee who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred ninety dollars and forty cents (\$290.40) 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, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of three hundred two dollars (\$302.00) per week for each 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.

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

/000, 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 the Trust and such other documents or papers as may be necessary to effectuate said Pension Programs and the purposes announced therein.

The parties agree that the Company may hire temporary replacement drivers to fill a driver position if a regular driver is off work on a medical leave or a leave caused by a work related injury. The parties agree that if a temporary replacement employee (replacing full time employees during medical leaves or worker compensation leaves) works more than 1,000 hours in a calendar year, pension contributions will be required on their behalf retroactive to the employee's date of hire and will continue for all subsequent years in the same manner and amount as that required for full-time employees. If a replacement is hired on as a full-time employee, pension contributions would be paid retroactive to the employee's date of hire. Temporary drivers will be members of the Union.

ARTICLE XVIII - CER FUND

Effective November 30, 2012, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of six dollars (\$6.00) 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 consolidation, merger, reorganization or perform any other act which would tend to alter, change or mend 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, 2012, until November 30, 2017, inclusive, and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination at least sixty (60) days before such expiration date; and provided that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement (the terms of which shall be retroactive to such expiration date) has been negotiated and signed or until either party gives the other seven (7) days' written notice of termination, and provided further that no

termination of this Agreement shall affect the duration of the obligations of the parties concerning payment for employee health and welfare benefits, pensions, dues and assessments.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland, Ohio, the 10th day of April 2013

ratified 3/18/13

TEA

Redacted by U.S. Department
of the Treasury

BY:

UNIVER

BY:

Redacted by U.S. Department
of the Treasury

BY:

03/19/13
revised 04/04/13
sm

RECEIVED

APR 22 2013

CONTRACT
DEPARTMENT

ORIGINAL

Agreement

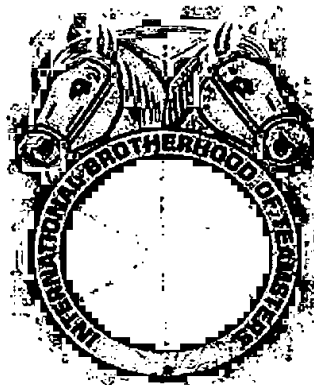
Between

Upchurch Oil and Ready-Mix

AND

Teamsters, Automotive, Petroleum and Allied Trades

Local Union NO. 50



RECEIVED

JAN 08 2013

July 1, 2011 – June 30, 2014

**CONTRACT
DEPARTMENT**

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: Upchurch Oil & Ready Mix, Inc., shall contribute the following rates to the Central States, Southeast and Southwest Areas Pension Fund.

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 Sixty Eight Dollars and Seventy cents (\$168.70) 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 Eighty Two Dollars and Twenty Cents (\$182.20) 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 One Hundred Ninety Three Dollars and Ten Cents (\$193.10) 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.

ORIG.

CONTRACT
BETWEEN
VOTORANTIM CEMENT NORTH AMERICAN INC.
(VCNA)
MATERIAL & FUEL
AND
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, AND HELPERS
LOCAL UNION NO. 26
SEPTEMBER 10, 2011 — September 9, 2014

RECEIVED

JUL 16 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, entered into this 10th day of September 2011, by and between Votorantim Cement North American INC. (VCNA) **Material & Fuel**, for its facility at 720 Section Street, Danville, Illinois, or their successors, hereinafter referred to as "Employer" and **International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, Local Union No. 26**, hereinafter referred to as "Union". Both parties hereto are agreeing to be bound by the terms and provisions covering wages, hours, benefits, and working conditions hereinafter set forth, witnesseth:

ARTICLE I-UNION SHOP PROBATIONARY PERIOD

Section 1.- The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit. The bargaining unit contains the following employees: All truck drivers, truck driver helpers, warehouse persons, general yard persons, mechanics, maintenance workers and end loader drivers, employed by the Company at its Danville facility; excluding office clerical employees, plant clerical, and batch persons employees, guards, professional employees and supervisors as defined in the Act.

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

Section 3.- When the Employer needs additional employees, the Employer shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 4.- It is the employee's obligation to keep the Company informed as to the employee's current address and telephone number.

Section 5.- A New Probationary employee shall work under the provisions of this Agreement, as outlined in (1) and (2) below, during which period the employee may be disciplined, discharged, reassigned or transferred, without further recourse.

(1) Any new employee must work thirty (30) cumulative work days within any ninety (90) calendar day period and upon completion thereof, shall be considered a regular employee and placed on the seniority list- such employee's seniority date for all purposes shall be established as of the first day worked in such ninety (90) calendar day period in which the employee meets the requirements aforementioned.

Sunday following a week of qualifying for Health and Welfare coverage the Employer shall make one (1) weeks continuing Health and Welfare contributions. Health and Welfare contributions shall be made from the employee's date of hire once they have completed the probation period.

Section 2. If the weekly contribution rates established by the fund for participation in the Health Plan in the years of this agreement are less than the maximum rates set forth in section one (1) for those years, the employer shall, at the election of the union, pay the difference to the employee in the form of a 401(K) contribution to the employee's account.

ARTICLE 17-PENSION PLAN

Section 1. Effective September 10, 2011, the Employer will contribute to the Central States, Southeast and Southwest Area Pension Fund, the sum of \$115.60 per week for each employee covered by this Agreement who has completed the probationary period, and who works at least one day during the week including Saturday and Sunday. Effective September 10, 2012, the Company will pay \$124.80 per week. effective September 10, 2013, the Company will pay \$132.30 per week.

Section 2. By the execution of this Agreement, the Employer authorizes the Employers Association (established under said pension fund) to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken by such trustees within the scope of their authority.

Section 3. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

ARTICLE 18-FUNERAL LEAVE

Section 1. In the event of death in the immediate family (father, mother, spouse, brother, sister, son or daughter) of a regular employee, the Employer will grant a leave of absence with pay for the purpose of attending and making arrangements for the funeral from date of death until and including the day of the funeral, not to exceed three (3) working days. The compensable days must be scheduled work days.

Section 2. In the event of the death of an employee's mother-in-law or father-in-law, the Employer will grant a leave of absence with pay for the day of the funeral, as long as that day is a regularly scheduled work day.

CONTRACT

BETWEEN

VCNA PRAIRIE, Inc.

AND

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA
LOCAL UNION NO. 26

RECEIVED

JUN 17 2014

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

This Agreement entered into by and between MODAHL & SCOTT, a division of VCNA/PRAIRIE ILLINOIS, INC., 917 EAST GROVE STREET, in Bloomington ("Employer" or "Company") and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL UNION NO. 26, ("Union"). Both parties agree to be bound by the terms and provisions covering wages and working conditions, set forth in this contract.

Witnesseth:

ARTICLE NO. 1-UNION SHOP AND PROBATIONARY PERIOD

Section 1. The Union shall be the sole representative of those classifications of Employees covered by this Agreement in collective bargaining with the Employer. All present employees who are members of the Local Union on the effective date of the Agreement shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on or after completion of the employee's 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, whichever is the later.

Section 2. All employees hired after the effective date of this Agreement shall be required to serve a ninety (90) calendar day probationary period. During such probationary period the probationary employee shall be entitled to only the hourly rate set forth herein. Probationary employees shall not receive any other benefits or provisions set forth in this Agreement. After completion of the ninety (90) calendar day probationary period, the employee's seniority date shall be established as their first day worked. (Please be advised that during the periods of October 1st through March 31st of each year an employee will be considered a probationary employee until such time as they have completed 60 working days).

Section 3. When the Employer needs additional men, he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 4. A new employee shall be considered a probationary employee until he has completed the ninety (90) calendar day probationary period. During the employee's probationary 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 completion of this probationary period, the Employee shall be placed on the regular seniority list and become a regular employee, with his first date of work for the Employer as his employee seniority date.

Section 2. The vacation period shall be set by the Employer with due regard to the desires, seniority and preference of the employees consistent with the efficiency of operation. In the event that two (2) employees desire the same vacation period, the Employer will offer the vacation period to the employee with the greatest seniority. In the off season more than one employee will be permitted to take vacation at the same time. The vacation period will be from May 1 to April 30. Vacation schedules will be posted sixty (60) days prior to May 1st of each year.

Section 3. To qualify for full vacation pay, the employee must work at least 1400 hours the preceding year. An employee who works less than 1400 hours, but more than 400 hours will receive vacation pay based on a percentage of hours worked.

Example: An employee who has twelve years of service and works 700 hours will receive three (3) weeks vacation at 50% of his full vacation pay.

Section 4. It is further agreed that no employee shall receive vacation pay in lieu of time off, and vacation shall not be accumulated from year to year. Also, summer help employed shall not be entitled to any vacation.

Section 5. Employees upon giving a reasonable notice of not less than one (1) week shall be given his vacation pay before starting his vacation.

ARTICLE NO.17-PENSION

Section 1. Effective 2013, the Employer shall continue to make contributions to Central States Southeast and Southwest Areas Pension Fund at the following weekly contribution rates for each employee covered by this agreement, who has been on the payroll thirty (30) working days or more and has worked eight (8) hours or more in the calendar week.

2/1/2013	2/1/2014	2/1/2015
\$132.30	\$140.20	\$148.60

Section 2. By the execution of this Agreement, the Employer authorizes the Employers Associations (established under said pension fund) to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

Section 3. Under either the existing plan or a new hourly plan within the same fund, if an employee is injured on the job the Employer shall continue to pay the required contributions on the basis of eight (8) hours per day, forty (40) hours per week, 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 on the basis of eight (8) hours per day of absence.

ARTICLE NO.18-FAMILY AND MEDICAL LEAVE ACT

Section 1. The Company will comply with all applicable state and federal laws which address employees' rights to request or obtain a family and medical leave of absence.

ORIGINAL

AGREEMENT BETWEEN
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 135, affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

and

VCNA PRAIRIE, INC.

March 12, 2012 to March 30, 2015

RECEIVED

MAY 24 2012

**CONTRACT
DEPARTMENT**

PREAMBLE

The Employer, VCNA PRAIRIE, Inc., with its offices located at 3905 North 25th Street, Terre Haute, Indiana (Yard 75, North Plant) and 5222 E. Margaret Drive, Terre Haute, Indiana (Yard 76, South Plant) (hereinafter referred to as the "Company" or "Employer") and the TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 135, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union") agree to be bound by the terms and provisions of this Agreement

ARTICLE 1-UNION SHOP

Section 1.

- (A) The Employer recognizes and acknowledges that the Union shall be the exclusive representative of all employees in the classifications of work covered by this Agreement employed at the Employer's Yards 75 and 76, for the purposes of collective bargaining as provided by the National Labor Relations Act.
- (B) As a condition of continued employment, all persons who are hereafter employed by the Employer in the unit subject to this Agreement shall become members of the Union not later than the 31st day following the beginning of their employment or the effective date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of employees who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of periodic dues to the Union, and the continued employment of 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 31st day following the execution of this Agreement. No requirements for maintenance of membership in good standing beyond those provided for in the Labor Management Relations Act of 1947, as amended, shall be required by the Union.
- (C) The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon receipt via registered mail of written notice from the Union to such effect, and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members to forthwith discharge such persons within fifteen (15) days after receipt of such notice.
- (D) Further, the failure of any person to maintain his Union membership in good standing, as required herein, shall upon receipt via registered mail of written notice from the Union to such effect, obligate the Employer to discharge such person within fifteen (15) days after receipt of such notice.
- (E) When the Employer needs additional men, it 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.
- (F) Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

	3/12/12-3/31/13	4/1/13-3/31/14	4/1/14-3/31/15
Dump Trucks	17.91	18.01	18.11
**Shop Time	15.91	16.01	16.11
Plant Operator or Batch Operator	17.91	18.01	18.11
End Loader/Yard Person	17.91	18.01	18.11

** Shop time is anytime work is performed that is not loading, unloading, or transporting concrete, precast or concrete products. Any work performed, such as fueling or refueling equipment, clean up of equipment or work required as a result of the driver having to deliver or having delivered concrete, precast or concrete products shall not be considered as shop time and shall be paid at the regular rate of pay.

Section 2. In the event that the Company acquires equipment of a type not in use at the time of the signing of this Agreement, the Company shall negotiate with the Union concerning wage rates for such equipment; and rates of pay established for such equipment shall be effective as of the date such equipment was put into use.

Section 3. The employee agrees to contribute to the Indiana Conference of Teamsters Safety Training educational and Trust Fund three cents (\$.03) for each hour worked by each employee working under this Agreement, except for employees included in Article 6, Section 3(B).

Section 4. If the pay scale is higher at other locations, Terre Haute drivers will receive the high pay with the time commencing when they start in at that yard and stopping when leaving that yard or that job site.

ARTICLE 22-PENSION PLAN

(Contribution Class 15)

Effective April 1, 2012, the Employer agrees to make contributions per the Central States Southeast and Southwest Areas Pension Fund schedule not to exceed eight percent (8%) in increase each plan year.

Effective April 1, 2012, the Employer agrees to make contributions in the amount of \$22.80 per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2013, the Employer agrees to make contributions in the amount of \$23.70 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 agrees to make contributions in the amount of \$24.60 per day 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' 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 this agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-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 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 23-UNAUTHORIZED ACTIVITY CLAUSE

It is further 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 representative who will deal with the Employer, make commitments for the Union generally and, in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work. The Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of

ORIGINAL

PRAIRIE GROUP INC.

ACCOUNT NO. 6437200-0200-135A

LETTER OF UNDERSTANDING

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.

With respect to temporary employees, the parties agree that in the event that such an individual (meaning the employees who work from May through November 30 only of each year) works 1,000 hours or more in a 12 - month period, will be considered a regular employee for the purpose of participation in Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

PRAIRIE GROUP INC.

BY:

Redacted by U.S. Department
of the Treasury

TITLE

DATE: 5/6/03

LOCAL UNION NO. 135

BY:

Redacted by U.S. Department
of the Treasury

TITLE

DATE: 5-27-03

AGREEMENT

Between

VCNA PARARIE, INC. for its

**READY-MIX PLANT, LOCATED AT 7100 OLD STATE ROAD 37 SOUTH,
BLOOMINGTON, INDIANA**

(hereinafter referred to as the "Company" or the "Employer")

AND

CHAFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 135

affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

CHAFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

(hereinafter referred to as the "Union")

For the Period

March 1, 2013 through November 30, 2014

RECEIVED

SEP 13 2013

**CONTRACT
DEPARTMENT**

ORIGINAL

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and harmonious labor relations for the mutual interest of the Company, the employees and the Union. The parties to the Agreement recognize that the success of the Company and the job security and economic welfare of the employees depends upon the Company's ability to produce and sell a quality product at a reasonable profit by efficient utilization of their facilities and employees with prudent application of the Agreement. To these ends, the company and the Union encourage to the fullest degree, friendly and cooperative relations between their representatives at all levels and among all employees.

ARTICLE 1 - UNION RECOGNITION

Section 1. The Company agrees to recognize and does hereby recognize the Union, its agents, representatives (or successors), as the exclusive representative and collective bargaining agency for all of the employees of the Company at its Ready-Mix facility located at 7100 Old State Highway 37 South, Bloomington, Indiana.

Section 2. The term "employee" as used in this Agreement shall include all ready mix truck drivers. All other employees are excluded, such as, but not limited to, clerical employees, watchmen, janitors and direct managerial representatives, such as dispatcher, foremen and superintendents.

Section 3. The scope of this Agreement shall cover the work performed by the employees, spelled out in Section 2 above, as further classified in Appendix "A" (Classifications and Wage Ranges) of this Agreement. The respective operations of the Company are hereinafter defined by Division.

ARTICLE 15 - PENSION

Section 1. Central States, Southeast and Southeast Area Pension Fund.

Effective March 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund the sum of one hundred forty dollars and twenty cents (\$140.20) per week for each eligible employee covered this Agreement who has been on the payroll for thirty (30) calendar day or more.

Effective March 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund the sum of one hundred forty-five dollars and eighty cents (\$145.80) per week for each eligible employee covered this Agreement who has been on the payroll for thirty (30) calendar days or more.

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 their contribution to the Pension Fund, in accordance with the rules and regulations of the Trustees of such Fund, the employees or their representatives, after the proper official of the local Union shall have given seventy-two (72) hour notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 2. Indiana Teamsters Pension Fund. Effective March 1, 2013, the Employer shall contribute to the Indiana Teamsters Pension Fund the sum of fifty four dollars and twenty cents (\$54.20) for each regular employee covered by this Agreement.

Effective March 1, 2014, the employer shall contribute to the Indiana Teamsters Pension Fund the sum of fifty four dollars and twenty cents (\$54.20) for each regular employee covered by this Agreement.

The Employer shall make the contributions as set forth above for each regular non-probationary employee who works at least one (1) day work week. Contributions shall start the first week following the employee's completion of his/her probationary period set forth in Article II, Section 2 of this agreement. Such contributions shall be paid on or before the twentieth (20th) day of the month following the month for which they are due.

Contributions to the Indiana Teamsters Pension Fund must be for each week in which the employee works at least one (1) work day on behalf of the employer. Casual employees covered under Article II, Section 2 D and employees who work either temporarily or in case of emergency under the terms of this agreement shall not be covered by the provisions of this paragraph.

ARTICLE 16 – SICK LEAVE

If it becomes necessary for an employee to leave their place of employment within working hours to receive medical treatment from a doctor for an injury sustained "in the course of that employment" as those terms are defined under the Indiana Workers' Compensation Act, such employee shall be paid at their regular rate of pay for any regular working hours during which it is actually necessary that he be absent to receive the medical treatment. Payment under this Section shall be made only if the employee is not receiving payment for those same lost working hours by virtue of any Compensation Act or by virtue of any other provision of this Contract. Upon request, employee will provide a doctor's statement.

AGREEMENT
BETWEEN
TEAMSTERS "GENERAL" LOCAL UNION NO. 200



AND

PRAIRIE MATERIAL

June 1, 2014 to May 31, 2016

RECEIVED

SEP 19 2014

CONTRACT
DEPARTMENT

Agreement

This Agreement is entered into between VCNA Prairie Inc., 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 June 1, 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.

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.

ARTICLE 25 UNION COOPERATION

25.1 The Union, as well as the members thereof, agree at all times as fully as it may be within their power to further the interests of the Company.

EVENTS EXPOSITION SERVICES, INC.
ACCOUNT NO.: 2610980-0200-00727-B

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee 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.

**EVENTS EXPOSITION
SERVICES, INC.**

Redacted by U.S. Department
of the Treasury

LOCAL UNION NO. 727

Redacted by U.S. Department
of the Treasury

By:

Title: _____

Date: 1/31/11

Date: _____

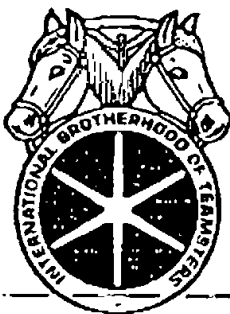
AGREEMENT

between

TEAMSTERS LOCAL UNION NO. 727

and

**EVENTS EXPOSITION SERVICES, INC.
INSIDE TRADESHOW WAREHOUSE**



RECEIVED

JAN 07 2010

**CONTRACT
DEPARTMENT**

JANUARY 1, 2009 – DECEMBER 31, 2013

INSIDE TRADESHOW WAREHOUSE AGREEMENT

THIS AGREEMENT is made and entered into by and between Events Exposition Services, Inc., hereinafter referred to as the "Company", and Auto Livery Chauffeurs, Embalmers, Funeral Directors, Apprentices, Ambulance Drivers and Helpers, Taxicab Drivers, Miscellaneous Garage Employees, Car Washers, Greasers, Polishers and Wash Rack Attendants, Motion Picture, Theatrical, Exposition, Convention and Trade Show Employees Union, Local 727, an affiliate of the I. B. of T., hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

1.1 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all Pages, Checkers, Warehousemen, Freight Handlers, Skid Handlers, Power and Forklift Operators, Laborers, Loaders and Unloaders of Trucks, Chauffeurs, Foremen and Department Heads employed in all Buildings, and Properties Owned or Leased.

1.2 Should a new classification arise, the Company and Union agree to meet and negotiate the terms and conditions of employment for such new classification.

ARTICLE 2 - UNION SECURITY

2.1 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, or pay fees in lieu thereof, and those who are not covered by this agreement on the effective date of this Agreement shall become and remain members in the Union, or pay fees in lieu thereof, subject to the provisions of Article 2, Section 2.2 below. It shall also be a condition of employment that all employees who become covered by this Agreement, subject to the provisions of Article 2, Section 2.2 below, on or after its effective date shall, on or after the thirtieth day following the employee becoming covered by this Agreement, become and remain members in the Union, or pay fees in lieu thereof.

2.2 An employee not previously covered under this Agreement ("new employee") shall become covered by this Agreement during the term of this Agreement as follows:

Effective January 1, 2009, a new employee hired in 2009 or earlier who has worked 1,000 hours for the Company in 2009 shall become covered by the Agreement.

Effective January 1, 2010, a new employee hired in 2010 or earlier who has worked 750 hours for the Company in 2010 shall become covered by the Agreement.

Effective January 1, 2011, a new employee hired in 2011 or earlier who has worked 500 hours for the Company in 2011 shall become covered by the Agreement.

Effective January 1, 2012, a new employee hired in 2012 or earlier who has worked 250 hours for the Company in 2012 shall become covered by the Agreement.

Company shall be responsible for the payment of the legal fees, accountant fees and court costs if it is determined that the Company was delinquent.

ARTICLE 20 – PENSION

20.1 The Company agrees during the term of this Agreement to contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and to be bound by the applicable Trust documents and the Rules and Regulations of the Pension Fund, all on behalf of each regular employee covered by the plan. It is understood that the full contribution is due for any week in which an employee receives any compensation (i.e. wages, holiday pay, vacation pay, etc.)

Effective 1/1/2009	\$179.30 per week
Effective 1/1/2010	\$193.60 per week
Effective 1/1/2011	\$209.10 per week
Effective 1/1/2012	\$225.80 per week
Effective 1/1/2013	\$243.90 per week

20.2 Payments along with the accompanying forms detailing by individual, his/her social security number, his/her hours worked and/or paid for and the time period being reported, shall be made by check payable and sent to the following, unless otherwise advised in writing:

Central States Pension Fund
Department 10291
Palatine, IL 60055

20.3 Resolution mechanism in the event of a need to fund additional pension payments not scheduled in the Agreement:

It is the intent of the parties to provide for an effective mechanism to respond to the need to fund any pension payments (fixed sums or pension rate increases) other than those payment scheduled in this Agreement ("Additional Payment") which may arise as a result of instances including, but not limited to:

- (a) A final determination by the Internal Revenue Service
- (b) A final ruling by a court of competent jurisdiction
- (c) By a final determination by the Pension Benefit and Guaranty Corporation
- (d) An agreement between the pension fund and the Company or group of other employers.

In the event of such circumstances, the Company and Union shall promptly meet to attempt to

~~mutually decide upon a solution to fund such Additional Payment.~~

AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 283
AND
VAN DYKE GAS COMPANY

February 1, 2014 - JANUARY 31, 2017

RECEIVED

FEB 06 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, made and entered into this 10TH day of January 2014, by and between the VAN DYKE GAS COMPANY, presently located at 23823 Sherwood, Centerline, Michigan, party of the first part and hereinafter termed the Employer and CYLINDER GAS, CHEMICAL, PETROLEUM, DISTILLERY, AUTO SERVICE AND ACCESSORY DRIVERS, AUTOMOBILE DRIVERS, DEMONSTRATORS, AUTO SERVICE DEPT. AND INDUSTRIAL EMPLOYEES, MAINTENANCE, MECHANICS, HELPERS AND INSIDE EMPLOYEES, LOCAL UNION NO. 283, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 1625 Fort Street, Wyandotte, Michigan, party of the second part 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, DUES AND PROBATIONARY EMPLOYEES

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

SECTION 2 All present employees who are members of the Local Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this section or the date of execution of the Agreement, whichever is the later. The provisions of this Section shall not apply in any State where prohibited by law.

Any employee temporarily assigned, by the Employer, from a higher classification to a lower classification shall receive the rate of pay for the higher classification, for a period of thirty (30) days, after which he shall be reclassified to the lower classification, except when demoted due to move back in lay off.

SECTION 7 All employees working into their Sunday or holiday shall receive premium pay as provided for in the Agreement for all hours worked into such Sunday or holiday. For holidays this shall be interpreted to mean double time for all such hours worked into the holiday in addition to the eight (8) hours' holiday pay.

SECTION 8 Any employee ordered to report for work before the start of his regularly assigned shift shall be compensated for all time worked prior to the start of his assigned shift at one and one-half (1-1/2) times the established hourly rate for his shift, including any shift premium, provided he worked his full eight (8) hours of his regularly assigned shift.

ARTICLE XXIV HEALTH & WELFARE AND PENSION FUND

The Employer agrees to pay into the Michigan Conference of teamsters Welfare Fund (MCTWF) pursuant to MCTWF's Participation Agreement (which the Employer agrees to immediately execute upon the execution of this Agreement), as of the below stated effective dates, for each Employee covered by this Agreement, the weekly contribution rates for the designated MCTWF Plan (SOA Plan # ANAAVN3NN) , as follows:

	Employee Only	Employee Plus Any Children	Employee Plus Spouse	Family
Effective 02/01/14	\$136.20	\$270.10	\$323.70	\$404.00
Effective 03/30/14	\$152.45	\$302.60	\$362.75	\$452.80
Effective 03/29/15	\$160.05	\$317.80	\$380.95	\$475.60
Effective 04/03/16	\$163.35	\$324.35	\$388.75	\$485.35

It is further agreed and understood that the Employer's costs are fixed as outlined above and any additional premium costs associated with this plan shall be borne by the employees participating in the plan.

Sickness and Accident Insurance shall be \$200.00 per week, for a maximum of one (1) year.

The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, contribution as follows under Schedule "B"

<u>Effective 12/01/13</u>	<u>Effective 12/01/14</u>	<u>Effective 12/01/15</u>	<u>Effective 12/01/16</u>
\$105.40 per week	\$109.60 per week	\$114.00 per week	\$118.60 per week

All payments into the Pension Fund must be made within ten (10) days from the end of each calendar month to the Central States Funds.

If an employee is absent because of illness, off-the-job injury or on-the-job injury, the Employer shall continue to make the required contributions to the Health and Welfare and Pension Funds for a period of twelve (12) months.

If an employee is absent because of illness or off-the-job injury the Employer shall continue to make the required contributions to the Pension Funds for a period of three (3) 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, and request insurance continuation, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into Health and Welfare and Pension Funds during the period of absence.

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

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds, action to collect such delinquent contributions may be instituted by either the Local Union or the Trustees. Employer must also pay all attorney's fees and costs of collection, and further, shall be responsible to the employees for losses resulting from delinquency in Fund contributions by the Employer.

2013-2018
LABOR AGREEMENT
between
VAN HORN CONCRETE
and
TEAMSTERS LOCAL 614

EFFECTIVE DATE: MAY 1, 2013
EXPIRATION DATE: APRIL 30, 2018

RECEIVED

AUG 13 2013

**CONTRACT
DEPARTMENT**

THIS AGREEMENT is made and entered into effective as of the 1st day of May, 2013, by and between VAN HORN BROS., INC. doing business under the assumed name of VAN HORN CONCRETE, 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 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 employees employed by the Employer in those classifications covered by this Agreement and listed in Schedule "A".

SECTION 2. Pursuant to the Letter of Understanding entered into between the parties on March 27, 2013, the Employer agrees that as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing in Teamster Local Union No. 614, no later than the 31st day following the beginning of their employment.

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 that 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.

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 I 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.

ARTICLE 14 **HEALTH & WELFARE AND PENSION**

SECTION 1. Health & Welfare Coverage. The Employer agrees to provide Michigan Conference Health Care coverage in accordance with the following schedule 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:

Payment schedule for Non-Progressive Employees:

Effective Date	Con tribution Rage	Plan
April 18, 2013	\$310.80	104 (Key 3 Cafeteria)
May 12, 2013	\$307.20	114 (New Key 3 Café)
March 30, 2014	\$328.50	114 (New Key 3 Café)
March 29, 2015	\$347.00	114 (New Key 3 Café)
April 3, 2016	\$358.30	114 (New Key 3 Café)
April 2, 2017	Maint. Of Benefit	114 (New Key 3 Café)

Payment schedule for Progressive Employees and Employees hired after June 1, 2010:

Effective Date	Contribution Rate	Plan
April 18, 2013	\$264.80	162 (Key 3 Cafeteria)
May 12, 2013	\$261.20	733 (New Key 3 Café)
March 30, 2014	\$278.50	733 (New Key 3 Café)
March 29, 2015	\$293.00	733 (New Key 3 Café)
April 3, 2016	\$300.30	733 (New Key 3 Café)
April 2, 2017	Maint. Of Benefit	733 (New Key 3 Café)

All payments to the Michigan Conference of Teamsters Health and Welfare Fund must be 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 section "compensation" is defined in accordance with the MCTWF Participation Agreement. In addition, during the life of this contract, in addition to the six (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.

If an employee is granted a leave of absence the employee 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 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 the 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 to 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 behalf 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 the injury/illness occurred, or (2) the duration of the on-the-job injury/illness related absence;
- (c) On behalf of a participant whose absence from the job is due to military duty for the first 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 municipal regulations that 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 (8) hours daily and forty (40) hours weekly.

AGREEMENT

between

JOHN A. VAN DEN BOSCH FREIGHT, LLC
A Subsidiary of John A. VanDenBosch Co.

and

GENERAL TEAMSTERS LOCAL UNION NO. 406
affiliated with the
International Brotherhood of Teamsters

RECEIVED

OCT 18 2012

CONTRACT
DEPARTMENT

October 15, 2012 - - - - October 14, 2015

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 hereinafter set forth. Further, this contract shall cover the operation of the Employer into and out of the States covered under the jurisdiction of the Central States Area.

AGREEMENT

This Agreement, made and entered into this 15th day of October, 2012 by and between John A. VanDenBosch Freight, LLC, a subsidiary of John A. VanDenBosch Co. 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 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 employment of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE 1

RECOGNITION, UNION SHOP, DUES AND PROBATION EMPLOYEES

Section 1. Union Recognition. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of all employees in the recognized bargaining unit. This provision shall not apply to wholly-owned and wholly independently operated subsidiaries which are not under contract with local IBT unions.

Section 2. Employees Covered. Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purpose of this Agreement.

Section 3. Union Membership - Probation. 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 as a condition of employment. All present employees who are not members of the Local Union and all employees hired hereafter shall become and remain members 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 of execution of this Agreement, whichever is the latter.

ARTICLE 20
SICK LEAVE / PERSONAL LEAVE DAYS

Sick Leave: If an employee calls in sick, he/she will have to use a vacation day for that days' absence at vacation pay rate.

Personal Leave Days: The employee shall receive two (2) personal leave days per contract year. Each personal leave day shall be paid on a basis of nine (9) hours straight time pay at the current hourly rate. Any unused personal leave days will be paid by the expiration date of each contract year. The employee must give a minimum of forty-eight (48) hours notice to the Company and receive Company approval in order to utilize this provision.

ARTICLE 21
JURY DUTY

All regular employees called for jury duty will receive the difference between eight (8) hours pay at the applicable rate and actual payment received for the jury service for each day of jury duty to a maximum of ten (10) days pay for each contract year.

When such employees report for jury service on a scheduled work day, they will not unreasonably be required to report for work that particular day. Upon completion of daily jury duties employees will report or call for work assignments which may or not be driving assignments.

ARTICLE 22
HEALTH AND WELFARE AND PENSION

Section 1. The Employer agrees to pay into the Michigan Conference of Teamsters Health and Welfare Fund for each employee covered by this agreement who is on the regular seniority list unless otherwise specified in this Agreement a contribution not to exceed the following amounts:

The employer and employee shall pay contributions as listed below:

	<u>Company</u>	<u>Employee</u>	<u>Total</u>
Effective 9/30/2012	\$237.70	\$93.25	\$330.95 weekly
Effective 3/31/2013	\$258.71	\$101.04	\$359.75 weekly
Effective 3/30/2014	\$277.77	\$105.98	\$383.75 weekly
Effective 3/29/2015	\$292.80	\$111.55	\$404.35 weekly

- The employees agree to pay 27% of the entire cost of Michigan Conference of Teamsters Key I Insurance. Further, the employee's will pay the difference from \$175.00 per week to the \$400.00 loss of time benefit cost.

- Employees may opt-out of insurance coverage, provided they meet the requirements of Michigan Conference of Teamsters Health and Welfare Fund, as it relates to coverage opt-out. Employees electing to opt-out of insurance coverage shall receive forty (\$40.00) dollars per week reimbursement added to their payroll on a weekly basis.

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 this Agreement a contribution of:

Effective Current	\$193.10 wkly
Effective December 2, 2012	\$200.80 wkly
Effective December 2, 2013	\$208.80 wkly
Effective December 2, 2014	\$217.20 wkly

Section 2. All payments into the Central States, Southeast and Southwest Areas Health and Welfare and Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept 10291, Palatine, Illinois 60055-0291.

Section 3. Contributions for health and welfare and pension participation must be made for each week on each regular employee even though such employee may work only part time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other health and welfare and/or pension fund.

Section 4. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this Article.

Section 5. If an employee is absent because of illness or off-the-job injury and notifies the Employer, in writing, of such absence, the Employer shall continue to make the required contributions to the health and welfare and pension funds for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Section 6. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective sufficient monies to pay the required contributions into the health and welfare and pension funds during the period of absence.

Section 7. In those instances where the Employer is involved in an "owner-operators" arrangement, there shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the health and welfare and pension funds, regardless of whether the manner of computation is at the minimum rate or more and regardless of the manner of computation of owner-driver compensation.

Section 8. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contributions to the health and welfare and/or pension funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in the health and welfare and pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 9. It is agreed that the Health and Welfare Fund and the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both state and federal.

Section 10. By the execution of this Agreement, the Employer authorizes the Employer Associations who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such Funds, and to designate the Employer Trustees under such trust agreements, hereby waiving all notice hereof and ratifying all actions already taken, or to be taken, by such Trustees within the scope of their authority.

ARTICLE 23

RAIN GEAR, APRONS AND GLOVES

Any employee physically handling in substantial quantities, hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves.

ARTICLE 24

GENERAL PROVISIONS

Section 1. Examination of Records. The Local Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute.

Section 2. Compensation Claims. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees.

Section 3. Posting of Notice. The Employer agrees to the posting within his business premises of notice of Union meetings and other legitimate notices by an elected or appointed official of the Local Union.

Section 4. Equipment and Safety. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition, including, but not limited to acknowledged overweight or not equipped with the safety appliances prescribed by law. It shall not be violation of this Agreement where employees refuse to operate such equipment

LABOR AGREEMENT BETWEEN
VERIFINE DAIRY PRODUCTS OF SHEBOYGAN, LLC
AND
DRIVERS, WAREHOUSE AND DAIRY
EMPLOYEES UNION, LOCAL NO. 662

JUNE 1, 2013 THROUGH AND INCLUDING MAY 28, 2016

RECEIVED
AUG 20 2013
CONTRACT
DEPARTMENT

VERIFINE DAIRY PRODUCTS OF SHEBOYGAN, LLC

DAIRY AND DAIRY PRODUCTS AGREEMENT

JUNE 1, 2013 THROUGH AND INCLUDING MAY 28, 2016

This Agreement, made and entered into between Verifine Dairy Products of Sheboygan, LLC, a subsidiary of Dean Foods, Inc., hereinafter referred to as the "Employer" and Drivers, Warehouse and Dairy Employees Union, Local No. 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

Article 1. Scope of Agreement

This Agreement covers all employees of the Employer working at or out of Sheboygan, Wisconsin, who are within the jurisdiction of the Union working on jobs hereinafter classified and described in the wage schedule.

Article 2. Recognition

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

Article 3. Union Security

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, the Employer agrees to discharge such person within seven (7) days after receiving due notice from the officials of the Union; provided, however, that such discharge shall not contravene the provisions of the Labor Management Relations Act, as amended.

Section 3: When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Article 38. Wage Schedule

The wage rates shall be attached to and thereby become a part of this Agreement.
All employees shall be paid biweekly.

At the sole discretion of the Company, pay for employees may be made either by check or by direct deposit, (or by electronic payroll cards for employees who do not have an account in which to make direct deposits), unless pay by direct deposit and electronic pay card are prohibited by Federal, State or Local law. (For "direct deposit", the employee may designate up to three (3) different accounts into which his/her pay is to be deposited.) The Employer shall furnish each employee a statement of his/her earnings with an itemized statement of deductions on each payday; such statement(s) may be provided in either electronic or hard copy form, at the Company's discretion.

Article 39. Physical Requirements

The Employer shall have the right at any time to require any employee or applicant for employment to submit to a physical and medical examination at the expense of the employer by a medical practitioner chosen from a list of doctors submitted by the Employer and approved by the Union. In the event the examination shows the employee not to be physically fit, he/she may be laid off without loss of seniority until such time as another physical and medical examination shows him/her physically fit to return to work. If the Union believes an injustice has been done an employee, the employee may be re-examined at the Union's expense.

Article 40. Change in Operation

Any new jobs or new operations not classified or described in this Agreement shall be subject to immediate negotiations between the parties of this Agreement.

Article 41. Pension Fund

Section 1: The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred twenty-four dollars (\$124.00) effective June 1, 2007. Increase Pension up to eight percent (8%) each year, through May 31, 2013, as follows:

Effective 6/1/08 - \$133.90
Effective 6/1/09 - \$144.60
Effective 6/1/10 - \$156.20
Effective 6/1/11 - \$168.70
Effective 6/1/12 - \$182.20

The Company's per week contributions, to the Central States, Southeast and Southwest Areas Pension Fund, as listed above, shall be increased by no more than the following amounts:

Effective 6-1-13— Increase by \$10.90/wk from \$182.20 to \$193.10 per wk.
Effective 6-1-14— Increase by \$11.60/wk from \$193.10 to \$204.70 per wk.
Effective 6-1-15— Increase by \$12.30/wk from \$204.70 to \$217.00 per wk.

Section 2: It is agreed that new employees acquire no right to pension benefits unless and until they are accepted as regular employees and otherwise qualify for such benefits as required by the Pension Plan. Neither do they acquire the rights of regular employees under this contract until they are accepted as such.

Section 3: By the execution of this Agreement, the Company authorizes the Employers Association of the Central States, Southeast and Southwest Areas Pension Fund to enter into appropriate Trust Agreements necessary for the administration of such fund and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all action already taken or to be taken by such Trustees within the scope of their authority. The Trustees of said Fund shall determine the kind and type of benefits to be provided for from said Fund, and the 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 contribution for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contribution until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the employee shall pay to the Company, prior to taking his/her leave of absence, sufficient monies to pay the required weekly contribution 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 money with the Company to pay the required contribution during his/her period of absence.

Section 5: 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 casual employee. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any casual and extra casual employee (casual meaning an employee hired for short term or sporadic periods) works one thousand (1,000) or more hours in any calendar year, pension contributions will be required on the employee thereafter, for the remainder of that year, and for all subsequent years, in the same manner and amount as required by this contract for non-casual employees.

WORKING AGREEMENT

03/01/2011 THROUGH 02/28/2014

THIS AGREEMENT is entered into between Xpedx - Minneapolis, Minnesota, hereinafter referred to as the Employer, and the Miscellaneous Drivers and Helpers Union, Local 638, I.B.T.C.W. & H. of A., hereinafter referred to as the Union for itself and on behalf of the employees of the Employer covered by the Agreement.

ARTICLE I

Union Shop.

1.01 The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation. For the purposes of this article, "membership in good standing" shall mean either: (a) full voting membership, (b) the obligation to pay initiation fees and periodic dues generally required for full voting membership, or (c) the obligation to pay that portion of initiation fee and periodic dues generally required of employees to the extent attributable to collective bargaining and other duties involving the labor management issues. All new employees shall become members of the Union after thirty (30) calendar days of the date of employment.

1.02 Employees discharged before fifty-five (55) working days will not be entitled to union representation or the grievance process nor shall she/he accrue any benefits. This period may be extended for an additional twenty (20) working days upon mutual agreement by the Company and the Union.

1.03 Employees are expected to participate in job related activities including, but not limited to, safety, QIP, and training. The union agrees it will provide reasonable cooperation with same.

1.04 The Employer and the Union agree that they will not unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, religion, disability, or Vietnam era/disabled veteran status. The Employer and the Union agree to cooperate in complying with the Americans with Disabilities Act, the Family Medical Leave Act, and other legislation which may affect the terms of this contract.

1.05 DRIVE. In addition to the terms and conditions contained in this Collective Bargaining Agreement, the Employer and the Union hereby further agree that:

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 bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes

MAY 03 2011

Contributions will be remitted to the Miscellaneous Drivers and helpers Union Local #638 Health and Welfare Fund and the Eye and Dental Health Plan on behalf of all employees performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for 30 calendar days.

The Employer will agree to a payroll deduction to cover the cost in excess of the Company maximum contribution. The employee is responsible for paying any premium amounts in excess of the Company maximum contribution through payroll deduction. The insurance purchased and the coverage provided shall be determined by a Board of Trustees made up of three (3) representatives of the Employer and three (3) representatives of the Union.

32.02 The Trustees shall be governed by a Trust Agreement which shall be set up and attached to this Agreement and made a part hereof.

ARTICLE 33

Pension Plan.

33.01 The Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund a maximum weekly sum for each employee covered by this Agreement effective with the ratification of this Agreement. This amount shall be paid each week the employee shows earnings on the Employer's payroll as provided below.

Company Contribution.	
<u>Effective Date</u>	<u>maximum per week</u>
March 1, 2011	\$ 115.60
March 1, 2012	\$ 124.80
March 1, 2013.	\$ 132.30

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

33.03 If the employee is injured on the job, the Employer shall continue the required contribution until the employee returns to work. However, such contributions shall not be paid for a period of more than six (6) months.

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

33.05 The Company will implement the International Paper 401K savings plan for Bargaining Unit employees. Employees will be able to participate in a 401K savings

program. The Company will match \$0.50 of every \$1.00 that employees contribute up to a maximum of 4 % of your gross earnings. Details of the plan are in the SPD.

33.06 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 30 calendar days.

The parties agree that in the event that an individual employed on a part-time basis works 1,000 hours or more in a 12-month period, he/she will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by he/she 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 34

Injury on the Job

34.01 The Employer agrees to pay the employees their regular straight time rate of pay for any time lost from the regular work shift due to time spent obtaining a doctor's medical care for any physical injury sustained and reported while at work on the original day of injury. The above shall also apply to visits for doctor's medical care after the original day of injury provided the employee works the major portion of the day and further provided that the visit does not exceed two (2) hours unless the doctor certifies that more than two (2) hours were necessary. A verification note from the doctor will be required to support each visit.

ARTICLE 35

Examinations

35.01 Physical examinations required by government body or the Employer shall be promptly complied with by employees and paid for by the Employer. Employees will not be required to take examinations during their working hours unless paid by the Employer for all time spent. Employees shall be given reasonable notice of dates of examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the employee's expense. If the two (2) physicians disagree, the Employer and the Union shall mutually agree upon a third physician within ten (10) working days, whose decision shall be final and binding on the Employer and the Union and the employee. Neither the Employer nor the Union will attempt to circumvent the decision of the third physician and the expense of the third physician shall be equally divided between the Employer and the Union.

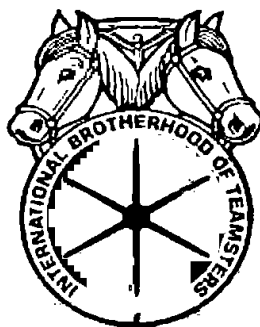
ARTICLE 36

Management's Rights

Agreement between
TEAMSTERS LOCAL UNION NO. 688

And

XPEDX
A division of International Paper
Company, for its branch at 2099
Corporate 44 Drive, Fenton, Mo. 64401



NOVEMBER 16, 2009

Through

NOVEMBER 15, 2012

RECEIVED

MAY 11 2010

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, dated as of the 16th day of November, 2009, by and between xpedx, or its successors, located at 2099 Corporate 44 Drive, Fenton, Missouri 63026, hereinafter called the "EMPLOYER", and Teamsters Local Union No. 688, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, party of the second part, hereinafter called the "UNION", is for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

ARTICLE 1 - RECOGNITION

Section 1.

The Employer agrees to recognize, and does hereby recognize the Union, its agents, representatives, or successors as the exclusive bargaining agency for all of the employees of the Employer except: office and clerical employees, professional employees, guards and supervisors, as defined in the National Labor Relations Act, as amended.

Section 2.

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

Section 3.

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

ARTICLE 2 - REPRESENTATION

The Union shall be represented by a Shop Steward on the basis of one steward for each twenty-five (25) employees, or major part thereof. The Shop Steward shall 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 Employer.

Dec. 1, 2010 – July 1, 2011

Single:	\$110.00
Employee + 1:	\$209.00
Family:	\$260.00

July 1, 2011 – June 30, 2012

Single:	\$132.00
Employee + 1:	\$252.00
Family:	\$314.00

July 1, 2012 – June 30, 2013

Single:	\$147.00
Employee + 1:	\$282.00
Family:	\$351.00

ARTICLE 35. JOB CLASSIFICATION AND WAGE RATES

All such classifications of work have been established in conference between the two parties to this Agreement, showing the classification of work and the new established rates of pay, and in the event that any classification of work is added or established in the future, it shall be added to this Agreement and made a part thereof.

ARTICLE 36 - PENSIONS and COMPANY 401.K

Section 1. Pensions

The employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Funds the sum of:

Eighty dollars (\$80.00) per week effective November 16, 2009;

Eighty-five dollars and 60/100 (\$85.60) per week effective November 16, 2010;

Ninety dollars and 70/100 (\$90.70) per week effective November 16, 2011; for each employee who has been on the payroll thirty days (30) or more.

This fund shall be Central States, Southeast and Southwest Areas Pension Fund. The Union and the Employer agree to be bound by, and hereby assent to all of the terms of the Trust Agreement creating said Central States Southeast and Southwest areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted. Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer 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 with the terms of the Trust Agreement. The Employer agrees that it will execute said attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

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

Contributions will be remitted to the Central States Pension Fund on behalf of all regular employees performing work covered by the collective bargaining agreement after they have been on the employer's payroll for thirty (30) calendar days.

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

Section 2. Company 401 K

The location participates in the International Paper Hourly Savings Plan, as described in the summary plan description entitled "Savings Plan" with Company match of 50% on first 4% of contributions. All plan provisions are indexed to the core Company plan, with the exception of the Company match, which will continue to be a subject of bargaining.

The Company reserves the right to modify or amend the Savings Plan at any time including, but not limited to, the right to make changes in the provisions and/or administration of the Plan. Employees will be notified of all plan changes.

ARTICLE 37- L.H.N: SUPPLEMENTAL BENEFITS PLAN

Section 1.

Premiums for L.H.N Supplemental Benefits Plan have been incorporated into Article 34 - Labor Health Clause, Sections 1. and 2. A blended premium for L.H.N. and L.H.N

AGREEMENT

between

UNISOURCE WORLDWIDE, INC. INDIANAPOLIS

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 716

December 1, 2012 through November 30, 2016

RECEIVED

JAN 31 2013

**CONTRACT
DEPARTMENT**

UNION 78705

THIS AGREEMENT is by and between Unisource Worldwide, Inc., located at 2900 N Shadeland Avenue, Indianapolis, Indiana, hereinafter referred to as the "Company" or the "Employer" and Coal, Ice, Building Material, Supply Drivers, Riggers, Heavy Haulers, Warehousemen and Helpers, Local Union No. 716, an affiliate of the International Brotherhood of Teamsters, located at 849 South Meridian Street, Indianapolis, Indiana, hereinafter referred to as the "Union."

WHEREAS, the Company is engaged in the selling and delivery of fine papers, reprographic papers and industrial products to wholesale and retail customers, and

WHEREAS, the Union is a voluntary labor organization composed of persons employed by the Company, and

WHEREAS, both parties desire to avoid strikes and establish equitable wage schedules, working conditions and hours for employees of the Company, and to facilitate peaceful adjustment of all grievances which may arise from time to time between the Company and its employees, and

WHEREAS, the Company and the Union, acting by and through their duly authorized representatives, in conference and after due consideration of the matter stated herein, hereby agree as follows:

Article I. Union Security and Recognition.

Section 1. The Company recognizes the Union as the sole bargaining agent for all employees working under classifications contained in Article VII of this Agreement. The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such conflicting agreement shall be null and void.

Section 2. During the effective life of this Agreement, no persons employed under the classification of employees named herein shall be retained unless such person makes application and becomes a paid-up member of the Union within thirty-one (31) days from the person's date of employ, except that the provisions of this Section shall have no force and effect to the extent prohibited by law.

Section 3. When the Company needs additional employees, it shall give equal opportunity for all sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union. The Company will provide a copy of the job posting to the Union and will consider candidates referred by the Union along with other candidates.

Section 4. A new employee shall work under the provisions of this Agreement, but shall be employed on a ninety (90) calendar day probationary basis. The probationary period may be extended by an additional thirty (30) calendar days upon written agreement between the Union and the Company. During this probationary period, the employee may be laid off, discharged, or otherwise relieved of duties without prejudice or recourse to the Company, provided the Company does not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After the probationary period, the employee shall be

Enrollment period and will remain in effect for the subsequent calendar year. Premium rates for bargaining unit employees will be the same as premium rates charged to non-bargaining unit employees at the Indianapolis location.

Section 2. Life Insurance. Life Insurance will be provided for eligible employees in the coverage amount of \$50,000.

Section 3. AD & D. Accidental Death and Dismemberment Insurance will be provided for eligible employees in the coverage amount of \$50,000.

Section 4. Spouse and Dependent Life Insurance. The Company will make available to employees the option to purchase Spouse and/or Dependent Life Insurance coverage effective January 01, 2007. Employees, at their own expense, will be able to purchase either \$10,000 or \$25,000 of such coverage for their spouse and \$5,000 or \$10,000 for their benefit-eligible children.

Section 5. Accident and Sickness. Accident and Sickness Insurance (A&S) will be provided to eligible employees beginning on the eighth (8th) day of incapacitation due to illness, and the first (1st) day of incapacitation due to accident or hospitalization. Such A&S benefit shall provide pay at 50% of the employees regular straight time hourly rate times 40 hours per week for a maximum of twenty-six (26) weeks. Benefits are payable on the 1st day due to an accident and on the 8th day due to sickness. This benefit is provided at no cost to the employee. Said A&S will not provide coverage for industrial injury or illness. The full cost for this benefit will be paid by the Company.

Article XVII: Pension Fund.

Section I. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following sums per week for each regular employee:

12/1/12	12/1/13	12/1/14	12/1/15
\$64.60	\$68.50	\$72.60	\$77.00

Neither part-time nor extra employees shall be covered by the provisions of this Article:

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contribution for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to make the required contribution until such employee returns to work. However, such contribution shall not be paid for a period of more than six (6) months.

Section 3. Effective December 1, 2012, contributions shall be made by the Company under Section 1 above for each week (beginning on Sunday and ending on Saturday) for which the employee receives one or more hours of his/her full regular hourly wage rate under Article VII of this Agreement directly from the Company, including for those weeks attributable to an accumulated vacation payout upon termination of employment. However, no contributions shall

be made by the Company for any employee with respect to the weeks (i) which are excluded in Section 2 above or (ii) for which the employee has been laid off or given separation papers.

Article XVIII. Examinations.

Section 1. Physical, mental or other examinations required by a government body or the Company shall be promptly complied with by all employees; provided, however, that the Company pays for all such examinations.

Section 2. The Company shall not pay for any time spent in the case of applicants for jobs and shall be responsible to employees only when time spent at the place of examination does not exceed two (2) hours. Examinations are to be taken at a facility designated by the Company. If the round-trip distance is more than ten (10) miles, the Company will pay mileage at the Company's standard travel reimbursement rate for the trip to the facility. If the employee does not have transportation available, the Company will provide it.

Section 3. The Company reserves the right to select its own medical examiner or physician and the Union may have said employee re-examined at the Union's expense.

Section 4. The Company is committed to providing a safe workplace for all employees. It is in the interest of the employees, the Company, the Union and the community that the Indianapolis facilities remain free from employees reporting for work or working under the influence of illegal drugs, controlled substances or alcohol. Acknowledging the need for action, the following alcohol and drug testing program will apply:

1. In the event the Company has probable cause to believe that an employee is under the influence of alcohol or a controlled substance, the Company may request that the employee submit to an alcohol and/or drug screen test at the Company's expense. If the employee refuses to take the test or, having taken the test registers a positive finding, the employee shall be subject to immediate discharge.
2. The above tests shall be administered at an approved facility. The sample shall be put in a sealed container to be signed by the employee. This sample shall then be sent to the approved facility to be tested. The results of the test shall be kept confidential.
3. In the event the Company requests that an employee submit to breath, blood and/or urine tests and the employee chooses not to submit to such test or tests, then probable cause shall automatically exist to believe that the employee was under the influence and just cause shall exist for immediate discharge. The testing process will ordinarily use breath to test for alcohol and a urine sample to test for drugs, when it is practical to use those methods.
4. If an employee submits to a test and the test results do not indicate drug abuse or that the employee was under the influence of alcohol, the employee shall receive no discipline under this provision.
5. The cost of all drug and alcohol tests shall be paid by the Company.

Memorandum of Understanding

In the event the Trustees of the Central States Southeast and Southwest Areas Pension Fund (the "Fund") determine that the Pension Plan's funding levels will be in critical status, as defined by the Pension Protection Act, at the beginning of the new Plan Year, and the Rehabilitation Plan adopted by the Trustees requires contributions (or, in the alternative, the payment of statutory surcharges/penalties) in excess of the contribution rates provided for under the terms of the Collective Bargaining Agreement (the "Agreement"), the parties will meet in a timely manner to discuss the Rehabilitation Plan options. The Employer will be entitled to reduce the hourly pay (based on a 40 hour work week) of employees in an amount sufficient to offset any increase in weekly pension contributions required by the Rehabilitation Plan option selected.

Unisource Worldwide, Inc.
Indianapolis Division

B
T
Redacted by U.S. Department
of the Treasury

Coal, Ice, Building Material, Supply Drivers,
Riggers, Heavy Haulers, Warehousemen and
Helpers, Local Union No. 716, an affiliate of
The International Brotherhood of Teamsters

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

Title:

WORKING AGREEMENT

Between

**UNISOURCE WORLDWIDE, INC.
Minneapolis, MN**

**MISCELLANEOUS DRIVERS, HELPERS & WAREHOUSEMEN'S
UNION LOCAL NO. 638, I.B.T.**

Effective August 1, 2012 through July 31, 2015

10-29-2012

OCT 29 2012

**CONTRACT
DEPARTMENT**

THIS AGREEMENT is entered into between Unisource Worldwide, Inc., hereinafter referred to as the Employer, and the Miscellaneous Drivers, Helpers and Warehousemen's Union, Local No. 638, I.B.T., hereinafter referred to as the Union for itself and on behalf of the employees of the Employer covered by this Agreement.

The parties of this Agreement will not discriminate against any employee on account of sex, age, race, religion, national origin, veteran or military obligation status, disability or other characteristic protected by local, state or federal law.

ARTICLE I: UNION SHOP

1.01 The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation. All employees in the classifications herein noted shall be members in good standing in the Union. All new employees shall become members of the Union after ninety (90) calendar days of date of employment, signing of this Agreement or effective date of this clause whichever is later.

1.02 "Membership in good standing" shall mean either: (a) full voting membership or (b) the obligation to pay initiation fees and periodic dues generally required for full voting membership or (c) the obligation to pay that portion of initiation fees and periodic dues generally required of employees to the extent attributable to collective bargaining and other duties involving labor management issues.

ARTICLE II: DUES CHECK - OFF

2.01 An employee may authorize the Employer to deduct the standard monthly union membership dues from his/her current accumulated monthly earnings by the signing of the appropriate Payroll Deduction Authorization form and submitting it to the Employer. The Employer shall promptly remit such dues each month by an agreed upon date to the Financial Secretary of Local 638.

2.02 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the authorization furnished to the Employer by the Union or employee for the purpose of complying with this provision.

2.03 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction

ARTICLE XXXI: PENSION PLAN

31.01 The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund (the "Central States Fund") the following sums per week for each employee who has attained seniority rights under Article 16.02:

<u>Period covered</u>	<u>Contribution amount</u>
8/1/12 - 7/31/13	\$132.80
8/1/13 - 7/31/14	\$138.10
8/1/14 - 7/31/15	\$143.60

The sum shall be paid each week the employee shows earnings on the Employer's payroll except as provided below:

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

31.03 If the employee is injured on the job, the Employer shall continue the required contributions until the employee returns to work. However, such contributions shall not be paid for a period of more than six (6) months.

31.04 No contributions will be paid to the Central States Fund on behalf of employees covered by the Grocery/Storage Pension Fund/Minneapolis Food Distributing Industry Pension Plan due to employment at the Kasota Ave. (Minneapolis) location and the Long Lake Road (Roseville). Those employees will continue benefits eligibility under the terms of the Grocery/Storage Pension Fund//Minneapolis Food Distributing Industry Pension Plan. The Employer shall contribute to the Grocery/Storage Pension Fund/Minneapolis Food Distributing Industry Pension Plan (the "Grocery Fund") \$147.62 per week effective June 1, 2012, for each of these employee who has attained seniority rights under Article 16.02 during the term of this Agreement:

The sum shall be paid each week the employee shows earnings on the Employer's payroll except as provided above

ARTICLE XXXII: INJURY ON THE JOB

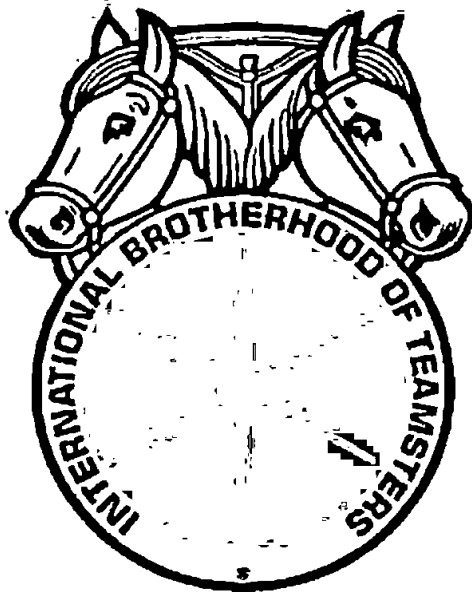
32.01 The Employer agrees to pay the employees their regular straight time rate of pay for any time lost from their regular work shift due to time spent obtaining a doctor's medical care for any physical injury sustained and reported while at work on the original day of injury. The above shall also apply to visits for doctor's medical care after the original day of injury provided that the visit does not exceed one (1) hour unless the doctor certified that more than one (1) hour was necessary. A verification from the doctor will be required to support each visit.

ARTICLE XXXIII: EXAMINATIONS

33.01 Physical examinations required by a government body or the Employer, shall be promptly complied with by the employees and paid for by the Employer. Employees will not be required to take examinations during their working hours unless paid by the Employer for all

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE VILLAGE OF STURTEVANT
AND
TEAMSTERS LOCAL UNION NO. 200**



**DEPARTMENT OF PUBLIC WORKS
EMPLOYEES**

EFFECTIVE JANUARY 1, 2015 THROUGH DECEMBER 31, 2015

RECEIVED

FEB 10 2015

**CONTRACT
DEPARTMENT**

*

ARTICLE 1. AGREEMENT

This Agreement is made and entered into by and between the Village of Sturtevant (hereinafter referred to as the Village), and Teamsters "General" Local Union No. 200 (hereinafter referred to as the Union), for and on behalf of themselves and the employees under the jurisdiction of the bargaining unit hereinafter described; such Agreement will commence on January 1, 2015 and shall be in effect through December 31, 2015.

ARTICLE 2. RECOGNITION

The Village of Sturtevant, a Wisconsin municipal corporation, (hereinafter sometimes referred to as "Employer"), recognized International Brotherhood of Teamster, Chauffeurs, Warehousemen & Helpers of America, Local Union No. 200, (hereinafter sometimes referred to as "Union"), as the exclusive collective bargaining representative of all regular full-time and regular part-time employees of the Sewer and Water Department and of the Street and Park Department of the Village of Sturtevant, excluding office clerical, supervisors and all other employees, for the purposes of conferences and negotiations with the Village of Sturtevant or its' lawfully authorized representatives, on questions of base wage rates.

ARTICLE 3. BASE WAGE RATES:

*

	<u>01/01/15 (1.5% Increases)</u>
A. Full-time after	\$24.84
probation	
B. Probationary rate	\$20.26
Part-time, casual and seasonal employees:	
Light Duty Work	\$10.20
Heavy Duty Work	\$14.03

ARTICLE 4. DURATION

Term of Agreement: This Agreement shall be in full force and effect from January 1, 2015 to and including December 31, 2015

Dated this 9 day of February, 2015

RECEIVED

FEB 10 2015

CONTRACT
DEPARTMENT

VILLAGE OF STURTEVANT

By

Redacted by U.S.
Department of the Treasury

By

Redacted by U.S.
Department
of the Treasury

TEAMSTERS LOCAL UNION NO. 200

Redacted by U.S. Department
of the Treasury

RECEIVED

FEB 10 2015

**CONTRACT
DEPARTMENT**

AGREEMENT
by and between
VULCAN CONSTRUCTION MATERIALS, LP
MIDSOUTH DIVISION
and
TEAMSTERS LOCAL UNION #327
an affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

February 1, 2013 through January 31, 2016

RECEIVED

MAY 03 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

PREAMBLE

THIS AGREEMENT, by and between Vulcan Construction Materials, LP, Midsouth Division, Chattanooga District, its successors, and/or assigns (hereinafter referred to as the "Company"); and TEAMSTERS LOCAL UNION NO. 327, an affiliate of the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

ARTICLE 1

WITNESSETH

It is the intent and purpose of the Company and the Union to set forth herein the basic agreement with respect to rates of pay, wages, hours of employment, and other conditions of employment to be observed between the parties hereto, and to provide procedure for prompt equitable adjustment of grievances to the end that harmonious relationship between the parties hereto may be maintained.

Now, therefore, the parties hereto agree to comply with, abide by and be bound by the provisions contained herein to the fullest extent and will work in harmony with each other to the best interest and welfare of all concerned.

ARTICLE 2

RECOGNITION

The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for its Quarry Truck Drivers and Dump Truck Drivers employed in

ARTICLE 24

PENSIONS

Section 1.

Effective February 1, 2013, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$111.80 per week for each employee covered by this Agreement who is represented by Teamsters Local #327 and who has been on the payroll thirty (30) calendar 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 Southeast and Central States Area Agreements to which Company, who is a party to this Agreement, is also a party. This contribution shall be adjusted as follows during the term of the Agreement: Effective February 1, 2014 increase to \$116.30 per week, Effective February 1, 2015 increase to \$121.00 per week.

Section 2.

By the execution of this Agreement, Company authorizes the Employers' Associations which are parties to agreements providing therefor 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.

Temporary employees or employees who work in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

Section 4.

The Company agrees to accumulate the said weekly payments referenced in Section 1 hereof on a four-week basis, and remit the aggregate of such accumulated payments to the Trustees of the Fund.

Section 5.

It is agreed that the Company by participating in the plan does not guarantee any benefits whatsoever to any employee who may claim coverage under the plan, and the Company shall not be responsible for accident, mistake, or error with respect to the crediting or transmission of any of said weekly payments due or allegedly due.

Section 6.

It is understood that the Board of Trustees of the Fund have arranged and managed the details of the plan and in the event the coverage or benefits are discontinued or restricted or curtailed, the Company shall not be held responsible or accountable for any such restriction, change or curtailment.

Section 7.

If the Pension Fund ceases to operate for any reason, the Company shall not be required to continue to make any payments thereto; however, in this event, the Union and the

Company will negotiate for a new plan requiring the same premiums. If no new plan is adopted, the Company shall pay the covered employees as wages the equivalent of said payments.

Section 8.

By the execution of this Agreement, the Company agrees to be bound by all lawful provisions of the Trust Agreement necessary for the administration of this Fund, and further agrees to any lawful designation or selection of the pertinent employer trustee of the Trust Agreement.

Section 9.

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

Section 10.

There is no duty upon the part of the Company to prepare or assert claims for benefits which may be claimed by said covered employees or their dependents. The only duty upon the Company shall be the payment at the applicable rate specified in Section 1 of this Article 24 for each employee covered and the forwarding of the aggregate of the weekly payments at such intervals as may be determined by the trustees of the Fund.

Section 11.

The Company agrees to fill out the employer portion of the claim blanks when presented.

Section 12.

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

Section 13.

In the event that the Company has been determined to be in violation of this Article after receipt of seventy-two (72) hours' written notice of specific delinquencies, the local Union may strike to enforce this Article; however, such strike shall be terminated upon the delivery of the monies due. If such termination does not occur within twenty-four (24) hours, the Union shall be liable for damages or such other relief, in law or equity including injunctive relief deemed appropriate. Errors or inadvertent omissions relating to individual employees shall not constitute a violation. The Company shall make whole all employees for all lost time as a result of said strike but not beyond the time delivery of such delinquent monies are made to the Union Office.

**AGREEMENT
BETWEEN
TEAMSTERS "GENERAL" LOCAL UNION NO. 200**



AND

WBC CORPORATION

June 1, 2014 to May 31, 2015

RECEIVED

JUL 22 2014

**CONTRACT
DEPARTMENT**

W.B.C. CORPORATION

'LABOR AGREEMENT'

This Agreement is entered into between WBC Corporation, hereinafter referred to as the "Employer" and General Teamsters Local Union No. 200 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

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

ARTICLE 1 INTENT AND PURPOSE

Section 1 In order to prevent strikes and lockouts and to insure a peaceful adjustment and settlement of any and all grievances, disputes and differences which may arise between any of the parties to this Agreement without stoppage of work, and to bring about, as near as is possible, uniform conditions that will tend to stabilize and encourage the trucking industry, both parties have entered into this Agreement.

ARTICLE 2 SCOPE OF OPERATIONS COVERED

Section 1 This Agreement shall cover all work performed by employees of the Employer employed in the classifications of work covered by this Agreement. This shall not be construed to negate or invalidate any collective bargaining agreement between the Employer and a bona fide Union covering work outside the geographical jurisdiction of the Union, on the effective date of such Agreement.

ARTICLE 3 RECOGNITION AND UNION SECURITY

Section 1 The Employer recognizes and acknowledges that the Union is the exclusive representative of all truck drivers, warehousemen and helpers employed in the classifications of work covered by this Agreement, for the purpose of collective bargaining.

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

ARTICLE 22.

PENSION.

Section 1 Effective June 3, 2014, the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$280.20 per week for each employee covered by this agreement who has been on the payroll thirty (30) calendar days or more.

Section 2 This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement, or for operations under the Southeast and Southwest Areas contracts to which Employers who are party to this Agreement are also parties.

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

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

Section 5 Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund or health and welfare fund. The provisions of this Section shall not cover employees, who work either temporarily or in cases of emergency under the terms of this Agreement.

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.

The parties agree that pension contributions will be remitted to Central States Pension Fund on behalf of all regular employees after they have been on the Employer's payroll for 30 days.

Section 7

In the event that an individual employed on a seasonal basis 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 the Central States Pension Fund

and all hours worked by him/her therefore, (for the remainder of that year and all subsequent years), will require contributions to Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

ARTICLE 23 **SPLIT SHIFTS**

Section 1 There shall be no "split shifts".

ARTICLE 24 **POSTING OF NOTICES**

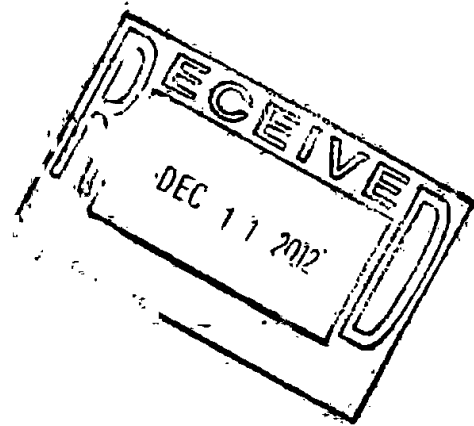
Section 1 The Employer agrees to the posting within the business premises of notices of Union meetings, etc., by an elected or appointed official of the Union. A copy of this Agreement shall be posted at each place of business.

ARTICLE 25 **UNION COOPERATION**

Section 1 The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the trucking industry and of the Employer.

ARTICLE 26 **UNION ACTIVITIES**

Section 1 An employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union, nor shall there be any discrimination against any employee because of Union membership or activities..



AGREEMENT
BETWEEN
W B C CORPORATION
AND
TEAMSTERS LOCAL UNION NO. 662
JUNE 1, 2012
THRU
MAY 31, 2015.

RECEIVED

DEC 26 2012

CONTRACT
DEPARTMENT

W.B.C. CORPORATION

LABOR AGREEMENT

This Agreement is entered into between WBC Corporation, hereinafter referred to as the "Employer" and General Teamsters Local Union No. 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

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

ARTICLE 1 - INTENT AND PURPOSE

Section 1 In order to prevent strikes and lockouts and to insure a peaceful adjustment and settlement of any and all grievances, disputes and differences which may arise between any of the parties to this Agreement without stoppage of work, and to bring about, as near as is possible, uniform conditions that will tend to stabilize and encourage the trucking industry, both parties have entered into this Agreement.

ARTICLE 2 - SCOPE OF OPERATIONS COVERED

Section 1 This Agreement shall cover all work performed by employees of the Employer employed in the classifications of work covered by this Agreement. This shall not be construed to negate or invalidate any collective bargaining agreement between the Employer and a bona fide Union covering work outside the geographical jurisdiction of the Union, on the effective date of such Agreement.

ARTICLE 3 - RECOGNITION AND UNION SECURITY

Section 1 The Employer recognizes and acknowledges that the Union is the exclusive representative of all truck drivers, warehousemen and helpers employed in the classifications of work covered by this Agreement, for the purpose of collective bargaining.

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

ARTICLE 22 - PENSION

Section 1 Effective June 3, 2012, the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$259.00 per week for each employee covered by this agreement who has been on the payroll thirty (30) calendar days or more. Effective June 2, 2013, the Employer shall contribute \$269.40 per week, effective June 1, 2014, the Company shall contribute \$280.20 per week, to the Central States Southeast and Southwest Areas Pension Fund for each employee who has been on the payroll thirty days or more.

Section 2 This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement, or for operations under the Southeast and Southwest Areas contracts to which Employers who are party to this Agreement are also parties.

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

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

Section 5 Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pensions fund or health and welfare fund. The provisions of this Section shall not cover employees, who work either temporarily or in cases of emergency under the terms of this Agreement.

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.

The parties agree that pension contributions will be remitted to Central States Pension Fund on behalf of all regular employees after they have been on the Employer's payroll for 30 days.

Section 7

In the event that an individual employed on a seasonal basis 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 the Central States Pension Fund and all hours worked by him/her therefore (for the remainder of that year and all subsequent years), will require contributions to Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

ARTICLE 23 - SPLIT SHIFTS

Section 1 There shall be no "split shifts".

ARTICLE 24 - POSTING OF NOTICES

Section 1 The Employer agrees to the posting within the business premises of notices of Union meetings, etc., by an elected or appointed official of the Union. A copy of this Agreement shall be posted at each place of business.

ARTICLE 25 - UNION COOPERATION

Section 1 The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the trucking industry and of the Employer.

ARTICLE 26 - UNION ACTIVITIES

Section 1 An employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union, nor shall there be any discrimination against any employee because of Union membership or activities.

**TEAMSTERS LOCAL 682 - INDIVIDUAL CONTRACTORS AGREEMENT
INCLUDES CENTRAL STATES PENSION & COVERS ST. LOUIS CITY & COUNTY & FIVE
SURROUNDING COUNTIES**

2013— 2016

Subject	<u>INDEX</u>	<u>Page</u>
Discharge Cases		13
Four 10-Hour Days		4
Grievance Procedure		12
Health and Welfare		9
Holidays		5
Hours of Work and Overtime		4
Hours of Work Outside Regular Work Day		7
Inclement Weather		5
Insurance		5
Job Labor Standards and Job Security		14
Jurisdiction and Work Assignments		15
Lunchtime		5
Miscellaneous Provisions		16
Moonlighting		12
New Hires		8
Owner - Operators		17
Paying - Miscellaneous		5
Pension		10
Prejob Conference		20
PRIDE		10
Recognition		2
Representation		3
Safety and Health		14
Savings Clause		19
Seniority		11
Shift Work		6
Show Up Time		4
Signature Sheet		21
Strikes - Lockouts - Picketing		17
Subsistence - Transportation - Travel - Deliveries		6
Surety Bond		11
Termination of Agreement		20
Unauthorized Activity		18
Uniforms		15
Voting Time		7
Wages		7

INDIVIDUAL CONTRACTORS AGREEMENT — Central State Pension Plan

2013 – 2016

THIS AGREEMENT made and entered into, effective the first day of May 2013, by and between WACHTER INC., hereinafter referred to as the Employer and the CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the Union, for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE 1

Recognition

Section 1.01 The Employer agrees to recognize, and does hereby recognize the Union, its duly Authorized Agents, Representatives, or Successors, as the exclusive bargaining agency for all of the Employees of the Employer as herein defined, who are employed by the Employer in its establishments or sites of work located in the City and County of St. Louis, Missouri, and for all such Employees employed by the Employer on building construction sites and establishments in St. Charles, Franklin, Jefferson, Lincoln and Warren Counties, Missouri.

Section 1.02 The term "employee" as used in this Agreement shall include all Teamsters and Chauffeurs. It shall also include all Warehousemen and Helpers when such latter employees are assigned by the Employer to work within the craft jurisdiction of the Union.

All Teamsters must comply with Title 49 code of federal regulations Section 391, Subpart H, as may be amended, and alcohol testing regulations released by the Federal Department of Transportation (DOT) and the Federal Highway Administration on February 3, 1994.

Section 1.03 The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 1.04 The Employer agrees that it will not sponsor or promote, financially or otherwise, any labor group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

Section 1.05 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day

PENSION

Section 4.05 Effective May 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of thirty-nine dollars and ninety-two cents (\$39.92) per day either worked or compensated to a maximum of one hundred and ninety-nine dollars and sixty cents (\$199.60) per week for each employee covered by this Agreement.

For an Employer to be liable for such contributions, the following conditions must be met:

- (a) The Employer shall contribute into the Pension Plan for all new employees beginning on their first day of employment.
- (b) If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) weeks,
- (c) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months.

Effective May 1, 2014 the Pension contribution shall be forty-two dollars and thirty-two cents (\$42.32) per day or two hundred and eleven dollars and sixty cents (\$211.60) maximum per week.

Effective May 1, 2015 the Pension contribution shall be forty-four dollars and eighty cents (\$44.80) per day or two hundred and twenty-four dollars (\$224.00) maximum per week.

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

In the event that during the term of this Agreement the Central States, Southeast and Southwest Areas Pension Fund shall lose its status as a qualified Pension Plan under the Internal Revenue Code, or in the event the contributions hereby required thereto otherwise become nondeductible by the Employer for its income tax determination, then Employer's obligation for further contributions to said Trust and Plan shall cease and Employer in lieu thereof shall pay the equivalent of such contributions directly to the employee as wages during the remaining term of this Agreement, unless, and until, said Trust and Plan again becomes a qualified Plan under the Internal Revenue Code, or another qualified Pension Plan under the Internal Revenue Code contributions to which are income tax deductible has been negotiated and made operative between the parties to this Agreement, in either which event the Employer's obligation to pay said contribution equivalent in wages shall cease, and in lieu thereof the required contributions for pensions as provided herein shall again become effective; provided, however, that a preliminary notice of disqualification of the Trust and Plan for tax purposes shall not terminate Employer's obligation to make contributions to said Trust until after the Trustees shall have had an opportunity and a reasonable time, not to exceed ninety (90) days, in which to remove the disqualification and obtain either a temporary or a permanent reinstatement of the Trust's qualified status. The parties hereto agree that during the interim period between notice of disqualification and reinstatement of the qualified status or the failure of the Trustees within said ninety (90) days to obtain

such reinstatement, the Employer shall continue making its contributions required hereunder into an escrow account to be maintained by Firststar Bank, said escrowed funds, less any escrowee costs of administering the escrow account, to be released and paid over to the Trust upon removal of the disqualification, or if not removed within said ninety (90) days period then to the employees, for whose account contributed, as wages.

Section 4.06 PRIDE: In addition to the per hour wage rate, the Employer shall contribute two cents (\$.02) per hour for each actual hour worked by each employee covered by this Agreement to PRIDE of St. Louis, Inc.

The Employer shall pay the PRIDE contribution monthly, at the time when Health and Welfare contributions are due. The PRIDE contribution shall be reported on the monthly reporting forms furnished by the Health and Welfare Fund and remitted to the PRIDE of St. Louis escrow account that is earmarked for PRIDE. Checks are made payable to PRIDE of St. Louis and sent to 6330 Knox Industrial Dr. Ste. 200; St. Louis, MO 63139. PRIDE shall be entitled to receive a copy of the Employer's monthly report showing hours worked by covered employees. The Employer's obligation to make contributions to PRIDE is conditioned upon PRIDE's maintaining the status of a labor management committee organized under the Labor Management Cooperation Act of 1978, and upon the deductibility of such contributions by the Employer for federal income tax purposes.

The Board of Directors of PRIDE shall have the same rights and powers with respect to collection of delinquent contributions as are granted under this Agreement to the Trustees of the Health and Welfare Fund.

Section 4.07 Surety Bond: The Union may, at its discretion, require the Employer to post a surety bond in the amount of \$25,000.00 to guarantee payment of Health and Welfare contributions provided for in this Agreement. The Union shall not require a bond from an Employer who makes timely payments. The Employer agrees to furnish the Trustees of the Local Union No. 682 Health and Welfare Trust Fund upon request such information and reports as they may require in the performance of their duties.

ARTICLE 5

Seniority:

Section 5.01 There will be one seniority list for all employees.

Section 5.02 In all cases of layoff and recall of the working forces, the factors to be considered will be first, seniority, provided the employee is determined to be qualified to perform the work to which they will then be assigned, considering skill, ability, experience and job qualifications.

Section 5.03 New employees shall obtain seniority after completing a probationary period of one hundred and twenty (120) days worked within a twelve (12) month period of date of hire. In case of layoffs, the Employer shall layoff probationary employees before putting into effect the lay off as stated above. New employees, after completing their probationary period, shall date their seniority from the date they were first employed.

Signature Sheet

Pension Plan – St. Louis City and County

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this _____ day of _____, 20____.

By _____ Wachter Inc. _____

Employer (Please Print)

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

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

Redacted by U.S. Department
of the Treasury

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

FEB 19 2014

LABOR AGREEMENT
BETWEEN
WAGNER INDUSTRIES, INC. - DIVISION 105
AND
TEAMSTERS LOCAL #1
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS.
COVERING THE PERIOD
JULY 1, 2014 THROUGH JUNE 30, 2017

• • • • •

RECEIVED

AUG 11 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, made and entered into this 1st day of July, 2014 by and between WAGNER INDUSTRIES, INC., DIVISION 105 hereinafter referred to as the "Company" or "Employer" and Over-the-Road and City Transfer Drivers, Helpers, Dockmen and Warehousemen, Local #41 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union". This contract supersedes and cancels all past contracts and is the only contract in effect as of this date.

ARTICLE 1: RECOGNITION

The Employer recognizes and acknowledges that the Union is the sole and exclusive bargaining representative for all full time and regular part time warehouse employees and truck drivers for the purpose of collective bargaining as provided by the National Labor Relations Act.

ARTICLE 2: UNION SECURITY

Section 1: All present employees who are members of the Local Union on the effective date of the Agreement shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the date of their employment or the effective date of this Agreement, whichever is the later. Employees losing their membership in the Union by reason of failure to pay initiation fees or membership dues will not be retained in the employ of the Employer and the Employer agrees upon receipt of a written notice from the Union to immediately discharge such employees.

Section 2: When the Employer needs additional employees, the Union will be given 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 3: CHECK OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where it has been properly authorized in writing by the employee the Employer agrees to make D.R.I.V.E. deductions as authorized by the employee and forward them to the Local Union or such other organization as the employee or the Local Union may designate. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deductions shall be made which are prohibited by any applicable law.

1

Section 3: If an employee is absent because of illness or off-the-job injury and notifies Employer of such absence, the Employer shall continue to make the required contributions for period of four 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 are not to 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 for Health and Welfare during the period of absence.

Section 4: SUPPLEMENTAL HEALTH:

A. Life Insurance – The Company shall pay for supplemental Life Insurance coverage in the amount of \$15,000, for each full time employee who is on the seniority list at the signing of this agreement,

B. Loss of Time – The Company shall pay \$100.00 per week loss of time benefit to supplement the Central States Loss Of Time weekly benefit. Documentation from Central States Funds must accompany claims for the loss of time supplemental benefit. This benefit applies to those full time employees who are on the seniority list at the signing of this agreement.

C. Dental – The Company shall pay the cost difference between the C-4 Dental coverage and the C-6 Dental coverage. Documentation from Central States Funds must accompany all dental claims. This benefit applies to those full time employees who are on the seniority list at the signing of this agreement.

Section 5: NEW HIRES: New hires placed on the seniority list will participate in the Plan MB Including Retiree Coverage at the applicable rate prescribed by the Central States H&W Fund and effective their second (2nd) anniversary date, they will be placed into the C-4 Plan.

ARTICLE 13: PENSION

Section 1: Effective July 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of two hundred sixty nine dollars and forty cents (\$269.40) per week for each employee covered by this Agreement who has completed the probation period.

Effective January 1, 2015, the Employer's contribution rate shall be increased to a sum, not to exceed, two hundred eighty dollars and twenty cents (\$280.20) and effective January 1, 2016 shall be increased to a sum, not to exceed, two hundred ninety one dollars and forty cents (\$291.40) and effective January 1, 2017 shall be increased to a sum, not to exceed, three hundred three dollars and ten cents (\$303.10).

Section 2: By the execution of this Agreement, the Employer authorizes 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 Employer of such absence, 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 for pension during the period of absence.

Section 4: If eligible, the Company shall participate in the Grocery Warehouse Pension Plan, as established by the Central States funds, for new hires.

ARTICLE 14: VACATION

Section 1: Employees covered by this Agreement who have worked for the Employer a period of one (1) year shall receive a vacation with pay for five (5) consecutive working days, and ten (10) consecutive working days when he/she has been employed two (2) years or more, and fifteen (15) consecutive working days when he/she has been employed ten (10) years or more and twenty (20) consecutive working days when he/she has been employed fifteen (15) years or more, and twenty-five (25) consecutive working days when he/she has been employed twenty (20) years or more.

Section 2: Vacation pay shall be computed at forty (40) hours straight time pay for one (1) week, eighty (80) hours straight time pay for two (2) weeks, one hundred twenty (120) hours straight time pay for three (3) weeks, one hundred sixty (160) hours straight time pay for four (4) weeks, and two hundred (200) hours straight time pay for five (5) weeks.

Oct. 28, 2014 11:46 PM

Teamsters Local No: 838

No. 1164 P. 1

Attn: Peter Priede

AGREEMENT

BETWEEN

**WAGNER INDUSTRIES INC.
DIVISION 125
1201 E. 12th Ave.
North Kansas City, MO 64116
816-421-3520**

And

**TEAMSTERS LOCAL 838
4501 Emanuel Cleaver II Blvd
Kansas City, MO 64130
816-924-3460**

RECEIVED

OCT 28 2014

**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

LOCAL 838

THIS AGREEMENT. Made and entered into this 1st day of July, 2014 by and between Wagner Industries, Division 125 or its successors hereinafter referred to as the Employer, and Teamsters Local Union 838, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

During the term of this Agreement, any changes in this Agreement shall require the mutual consent and Agreement of both the Company and the Union.

ARTICLE 1

RECOGNITION OF UNION SHOP

Section 1. Recognition:

- (a) The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classification of work covered by the Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.
- (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 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 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.
- (c) When the Employer needs additional employees he shall notify and 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 Local Union.
- (d) No provisions of the article shall apply to any state to the extent that it shall be prohibited by State Law. If, under applicable State Law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.
- (e) If any provision of this Article is invalid under the law of any state wherein this contract is executed, such provision shall be modified to comply with the requirements of State Law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted to all legal or economic recourse.
- (f) Nothing contained in this Section shall be construed as to require the Employer to violate any law.
- (g) The Employer and the Union agree that there will be no discrimination because of race, color, religion, sex, physical disability or national origin in the administration of this Agreement.

Section 3.

Contributions to the Health and Welfare Fund must be made for each week on each employee on the seniority list, including weeks where no work is performed under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund. It shall be understood that Section 3 does not apply to employees laid off due to lack of work or on strike.

ARTICLE 8**PENSION****Section 1. Benefit Payments:**

Effective July 1, 2014 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 regular full time employee covered by this agreement. Effective July 1, 2015, the employer contribution rate shall be increased to one hundred thirty eight dollars and ten cents (\$138.10) and effective July 1, 2016 increased to one hundred forty three dollars and sixty cents (\$143.60).

Section 2. Trust Agreements Authorization:

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.

Section 3. Payment Continuation:

If an employee is absent because of illness or off 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 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 in the Pension Fund during the period of absence.

Section 4. Benefit Week Determination:

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 provision of this contract, including weeks where work is performed for the Employer but not under the provision of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in the cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph. It shall be understood that Section 4 does not apply to employees laid off due to lack of work or on strike.

Section 5. 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 proper official notice of the Local union who shall give seventy two (72) hours notice to the Employer of such delinquency in Health and Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made;

and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

Section 6. Active Employees

Contributions will be remitted to the Central States Pension fund on behalf of all active regular seniority employees after they have been on the Employer's payroll for 30 calendar days. The parties agree that in the event that an individual, employed on a replacement or supplemental casual basis, works one thousand (1,000) hours or more in a twelve (12) month period, he/she will be considered a regular employee for purpose of participation in the Central States Pension Fund and all hours worked by him/her thereafter (for the remainder of that year and all subsequent years), shall require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular seniority employees.

ARTICLE 9

VACATION

Section 1. Vacation Benefits:

Employees covered by this Agreement who have worked for the Employer for a period of one (1) year (seniority date), shall receive a vacation with pay for five (5) consecutive working days, ten (10) consecutive working days when he/she has been employed two (2) years or more, fifteen (15) consecutive working days when he/she has been employed eight (8) years or more, twenty (20) consecutive working days when he/she has been employed fifteen (15) years or more.

Section 2. Vacation Computation:

Vacation pay shall be computed at forty hours (40) straight time pay for one (1) week, eighty (80) hours straight time pay for two (2) weeks, one hundred twenty (120) hours straight time pay for three (3) weeks and one hundred sixty (160) hours straight time for four (4) weeks.

Section 3. Sixty (60) Percent Rule/Vacation Scheduling:

- (a) During the first year of employment the employee must work sixty (60%) percent of total working days in order to obtain his/her vacation and must have been employed for the full year. First year employees shall take their initial vacation by the end of the calendar year in which they earned the vacation except in the case of those employees who become eligible after November 30th, in which case the employee may carry the earned vacation over to the first quarter of the next calendar year on a one time basis.
- (b) During the second and subsequent years, employees will be eligible for vacation beginning with the calendar year rather than their seniority date provided they have worked sixty (60%) percent of the total working days in the previous calendar year. Working days missed while on authorized Family Medical Leave or workers compensation benefits, shall be considered the same as days worked to calculate the sixty (60%) percent requirement for eligibility to receive a calendar year vacation.
- (c) If an employee on a calendar year vacation schedule leaves the company for any reason, he/she will be compensated for unused earned vacation as follows:

<u>Days Worked During Calendar Year</u>	<u>Vacation Compensation</u>
30 Days or Less	0%
31 Days to 65 Days	25%
66 Days to 130 Days	50%
131 Days to 195 Days	75%
195 Days to 260 Days	100%

Compensable days such as Holidays and Funeral Leave shall be counted the same as days worked.

AGREEMENT

BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200



AND

RECEIVED

JUL 24 2012

WALLBOARD, INC.

CONTRACT
DEPARTMENT

June 1, 2012 through May 31, 2015

This Agreement is entered into between Wallboard, Inc. hereinafter referred to as the "Employer" and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

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

ARTICLE 1

INTENT AND PURPOSE

Section 1. During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business, by the Union or its members. The Employer agrees that there shall be no lockout.

ARTICLE 2

RECOGNITION

Section 1. The Union is hereby recognized as the sole and exclusive bargaining representative for the truck drivers employed by the Employer.

Section 2. Validity - This Agreement shall constitute the entire agreement between the parties and shall be subject to and shall not operate in contravention to any federal or state law or laws. The provisions of this Agreement are severable, and the legal invalidity of any provision or provisions shall not affect or invalidate other provisions.

ARTICLE 3

UNION SECURITY

Section 1. Union Shop - All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, as a condition of continued employment. All present employees who are not members of the Union on the effective date of this Agreement and all employees who are hired hereafter shall, as a condition of continued employment, become and remain members during the life of this Agreement, on or after the thirtieth (30th) calendar day after their employment by the Employer, or thirty (30) days after the effective date of this Agreement, whichever is later. Such thirty (30) day period within which an employee is to

Effective June 2, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund, hereinafter referred to as the "Fund," the sum of not to exceed Two Hundred Thirty-Two Dollars and Thirty Cents (\$232.30) per week, for the TA health and welfare plan without retiree coverage and with loss of time benefits for each employee covered by this Agreement for each full week wherein such employee works one (1) or more hours, provided such employee has been on the payroll thirty (30) days or more. Should there be any savings from the not to exceed numbers in the Health and Welfare rates for the year 2013, those savings will be added to the stated wage rate in Article 6 Section 5 for 2013.

Effective June 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund, hereinafter referred to as the "Fund," the sum of not to exceed Two Hundred Fifty-Three Dollars and Sixty Cents (\$253.60) per week, for the TA health and welfare plan without retiree coverage and with loss of time benefits for each employee covered by this Agreement for each full week wherein such employee works one (1) or more hours, provided such employee has been on the payroll thirty (30) days or more. Should there be any savings from the not to exceed numbers in the Health and Welfare rates for the year 2014, those savings will be added to the stated wage rate in Article 6 Section 5 for 2014.

Section 2. If an employee is absent because of illness or because of an off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make such contributions during such absence for a period of not to exceed four (4) weeks. If an employee is absent because of an injury sustained while on the job, the Employer shall continue to make such contributions during such absence for a period of not to exceed six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the effective date of such leave of absence, a sum of money sufficient to pay the required contributions into said Fund for the period of the leave of absence.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Associations who are parties to the trust agreements necessary for the administration of such Fund, to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees, within the scope of their authority.

ARTICLE 11

PENSION

Section 1 Effective June 3, 2012, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Ninety-

Three Dollars and Fifty Cents (\$193.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 2, 2013, the contribution shall increase to Two Hundred and One Dollars and Twenty Cents (\$201.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 1, 2014, the contribution shall increase to Two Hundred and Nine Dollars and Twenty Cents (\$209.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Section 2. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement, or for operations under the Southeast and Southwest Areas Contracts to which Employers who are party to this Agreement are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Associations who are parties to the trust agreements necessary for the administration of such Fund, to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees, within the scope of their authority.

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

Section 5. Contributions to the Pension Fund must be made for each week 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 Section.

Section 6. It is understood that any employee who has attained the age of 65 and is eligible for a pension shall, at the sole decision of the Employer, be subject to mandatory retirement.

Section 7. Wallboard, Inc., hereinafter referred to as the "Employer," and

Teamsters "General" Local Union No. 200, hereinafter referred to as the "Union," have agreed to permit the Employer to hire one (1) employee who will not be a member of the bargaining unit and will not be covered by the collective bargaining agreement, and who may perform work recognized as work covered by the collective bargaining agreement. This employee shall be termed a casual employee. The casual employee may perform work covered by the collective bargaining agreement only when all bargaining unit employees are fully employed. The name and social security number of the casual employee shall be forwarded to the office of the Union no more than fifteen (15) days from the date of hire.

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

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

Section 8: If the Central States Pension Fund revises, amends or modifies the Primary Schedule under the Rehabilitation Plan for the Central States Pension Fund, 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, certain employers, 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.

By and Between

WALLOVER OIL COMPANY

-And-

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

February 1, 2012 – January 31, 2016

RECEIVED

APR 30 2012

**COMMUNITY
DEPARTMENT**

THIS AGREEMENT, made and concluded at East Liverpool, Ohio, by and between WALLOVER OIL COMPANY, East Liverpool, Ohio (hereinafter "Employer") and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, of the International-Brotherhood of Teamsters (hereinafter "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 - Union Recognition

(a) The Employer agrees to recognize and hereby does recognize the Union, its designated agents and representatives, its representative successors and/or assigns, as the sole and exclusive bargaining agent on behalf of all of the employees of the Employer as hereinafter defined, with respect to wages, hours, and all other terms or conditions of employment.

Thus, the Employer further agrees that it will not recognize, deal with, or enter into contractual or other relations, either written or oral, with any other labor organization, agency, committee, group of employees or any employee or any other person with respect to wages, hours, and all other terms or conditions of employment for and on behalf of or with any of its employees, as hereinafter defined, or which affects such wages, hours, and all other terms or conditions of employment.

Employees Defined

(b) The term "employees," as used in this Agreement, shall be construed to mean all Leadmen, Blenders, Truck Drivers, and Laborers. This Agreement shall not apply to any employee after the effective date of his retirement.

Work to be Performed

(c) It is agreed by and between the parties hereto that all work of the Employer presently performed in the classifications of work covered by this Agreement shall be done by the employees of the bargaining unit covered herein, except it is agreed that the present method of delivering overflow loads when all bargaining unit drivers are working may be continued to be hauled by common carriers or other agreed-to methods.

be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 12 – Pension

The Employer agrees to participate in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND (the "Pension Fund"), for the term of this Agreement, in line with its agreement to participate in said Pension Fund as evidenced by signature to the Participation Agreement.

The Employer agrees to make contributions to said Pension Fund at the following rates:

Effective February 1, 2012, the Employee's weekly contribution shall be one hundred thirty-two dollars and eighty cents (\$132.80) per week per active employee covered by this Agreement. Effective February 1, 2013, the Employee's weekly contribution shall be one hundred thirty-eight dollars and ten cents (\$138.10) per week per active employee. Effective February 1, 2014, the Employee's weekly contribution shall be one hundred forty-six dollars and sixty cents (\$146.60) per week per active employee. Effective February 1, 2015, the Employee's weekly contribution shall be one hundred forty-nine dollars and thirty cents (\$149.30) per week per active employee. The Employer's obligation to make the foregoing contributions to said Pension Fund shall be governed by the following provisions:

(a) For all active employees covered by this Agreement who have been on the payroll for one hundred twenty (120) calendar days or more of service, and who work one (1) or more days in any given week (except as noted below). Any day for which an employee receives compensation in accordance with the provisions of this Agreement shall be considered the same as a day worked.

(b) **Vacation:** Contributions shall be paid for the week or weeks an employee is absent from active duty due to being on vacation for which he is eligible and for which he is paid in accordance with the provisions of this Agreement.

(c) **Disability:** If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for the employee for such 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.

(d) **Leave of Absence:** If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient

monies to pay the required contributions into the Pension Fund during the period of absence:

ARTICLE 13 – Health and Welfare

Effective April 1, 2012 or the date on which the Union provides written proof that the employees are members of or enrolled in the Fleet Owners Insurance Fund or other health and welfare plan selected by the Union (the "Health and Welfare Fund"), the Employer shall contribute the sum of two hundred fifty dollars (\$250.00) per week for each active employee covered by this Agreement who has been on the payroll for at least sixty (60) consecutive calendar days as of February 1, 2012. Effective February 1, 2013, the Employer's weekly contribution to the Health and Welfare Fund shall be two hundred eighty dollars (\$280.00) per week for each active employee. Effective February 1, 2014, the Employer's weekly contribution to the Health and Welfare Fund shall be three hundred ten dollars (\$310.00) per week for each active employee. Effective February 1, 2015, the Employer's weekly contribution to the Health and Welfare Fund shall be three hundred twenty dollars (\$320.00) per week for each active employee.

It is mutually understood and agreed that the provisions of any policy, document or contract, and rules of eligibility of or relating to the Health and Welfare Fund shall become a part of this Agreement as though fully rewritten herein and specific references made to all of the above, and all parties to this Agreement, including beneficiaries and covered members, shall be and are bound hereby.

By the execution of this Agreement, the Employer agrees and becomes a party to the Trust Agreement of the Health and Welfare Fund, and agrees to be bound by action taken by the Trustees of the Health and Welfare Fund, now serving or who may serve in the future, thereby 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 any Employer delinquency; upon the conditions that a copy of the Trust Agreement shall be provided to the Employer within ten (10) days of the execution of this Agreement; that any amendment, modification or other written change to the Trust Agreement be provided to the Employer within ten (10) days of the execution of this Agreement; and that the Employer be provided with copies of minutes of any meetings of Trustees within ten (10) days of the issuance of the minutes. Provided, however, if there is any conflict or inconsistency between the terms of this Agreement and the Trust Agreement, the terms of this Agreement shall control.

The Union and/or the Health and Welfare Fund shall provide the Employer with notice of any claimed payment deficiency within five (5) business days of the payment date.

WALLOVER OIL COMPANY
ACCOUNT NO.: 8351200-0102-92-A

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of all employees performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for 90 calendar days.

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

GENERAL TRUCK DRIVERS AND

Redacted by U.S. Department
of the Treasury

4-23-12
Date

WALLOVER OIL COMPANY

Redacted by U.S. Department
of the Treasury

4/13/12
Date

RECEIVED

APR 30 2012

**CONTRACT
DEPARTMENT**

WALLOVER OIL CO.
ACCOUNT NO.: 8351200-0102-00092A

LETTER OF UNDERSTANDING AND AGREEMENT

The parties agree to amend the collective bargaining agreement such that the pension rate effective February 1, 2014 shall be one hundred forty-three dollars and sixty cents (\$143.60) per week per active employee.

By: _____

Title: _____

Date: 7/20/12

Redacted by U.S. Department
of the Treasury

By: _____

Title: _____

Date: 7-19-12

Redacted by U.S. Department
of the Treasury

RECEIVED

JUL 24 2012

**CONTRACT
DEPARTMENT**

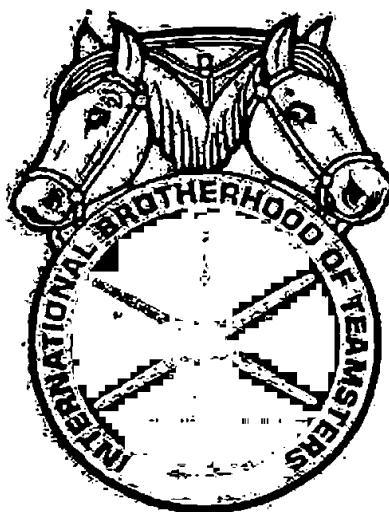
SIGNED

ARTICLES OF AGREEMENT

by and between

**TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 525
Affiliated With The**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Alton, Illinois**



And

WALTERS METAL FAB

located in the

**Jurisdiction of Teamsters
Local Union No. 525**

-PERIOD COVERED-

JUNE 1, 2015 THROUGH MAY 31, 2018

RECEIVED

APR 29 2015

**CONTRACT
DEPARTMENT**

TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 525

Affiliated With The

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Alton, Illinois

And:

WALTERS METAL FAB

THIS AGREEMENT, dated the 1st day of June, 2015, by and between WALTERS METAL FAB, or its successors, "COMPANY" Party of the First Part and LOCAL UNION NO. 525, affiliated with the International Brotherhood of Teamsters or its successors, Party of the Second Part, hereinafter called the "UNION", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto:

ARTICLE 1.

RECOGNITION:

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

Section 2. The term "employee" as used in this Agreement shall include all delivery drivers employed by the Company.

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

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

Section 5. The Company agrees that the employees assigned as delivery drivers shall not do any work that falls within the recognized jurisdiction of the Building Trades Agreements.

ARTICLE 2.

UNION RESPONSIBILITY:

The Union agrees at all times, as far as in its power, to further the interests of the Employer.

ARTICLE 12 (Continued)

Section 2

All holidays set forth in this Article shall be on the date observed by the Federal Government unless mutually agreed otherwise.

ARTICLE 13

WAGES:

The minimum wage scale per hour shall be as follows:

EFFECTIVE:

	<u>6/1/15</u>	<u>6/1/16</u>	<u>6/1/17</u>
ALL TRUCKS	\$25.50	\$26.00	\$26.50

ARTICLE 14

PENSION:

Effective June 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty 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 June 1, 2016, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Fifty Four Dollars and Fifty Cents (\$154.50) 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 Areas Pension Fund the sum of One Hundred Sixty Dollars and Seventy Cents (\$160.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) 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.

ARTICLE 14 (Continued)

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

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

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Contributions shall be made for an regular employee on lay-off who is worked one (1) day in any week for any reason.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

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

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

AGREEMENT

This Agreement, dated the 1st day of July, 2013, by and between WARNING LITES OF ST. LOUIS, INC., or its successors, located in St. Louis, Missouri, hereinafter called the "Company," party of the first part, and the AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, party of the second part, hereinafter called the "Union," affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, or its successors.

ARTICLE I RECOGNITION

Section 1: The Company agrees and does hereby recognize the Union its agents, representatives, or successors, as the exclusive collective bargaining agency for the employees of the Company as herein defined and set forth in the following section.

Section 2. The bargaining unit for the purpose of this Contract shall cover all employees of WARNING LITES OF ST. LOUIS, INC., employed in the classifications herein set out under Article VI, Section 1, of this Agreement.

Section 3. UNION SECURITY CLAUSE. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that effective from and after the thirty-first (31st) day following the execution date of this Agreement, continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and 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 his union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 2 PENSION PLAN. (a) The Employer agrees to pay on the first day of each month into the Central States Southeast and Southwest Areas Pension on each regular full-time employee covered by this Agreement, as follows: (1979 Schedule):

Effective 7/1/13	-	Cost	- \$85.60
Effective 7/1/14	-	Cost	- \$90.70
Effective 7/1/15	=	Cost	- \$96.10
Effective 7/1/16	-	Cost	- \$99.90
Effective 7/1/17	-	Cost	- \$103.90

(b) Employer contribution requirements shall be as follows:

1. On each regular or extra employee who has been on the payroll thirty (30) days or more (*NOTE 1).
2. On each regular or extra employee who has worked in any week or portion thereof:
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.
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.
5. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.
6. With respect to part time (Class E) employees, the parties agree that in the event that an individual employed on a part-time basis works 1,000 hours or more in a twelve (12) month period, he will be considered a regular full-time employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular full-time employees. The parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular full-time employees after they have worked thirty (30) days.

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

Section 3. 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, Medicare Program and/or Pension Fund created under this contract, in accordance with the rules and regulations of the Trustees of such funds, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hour notice to the Employer of such delinquency in Health and Welfare, Medicare Program and/or Pension Payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting there from.

ARTICLE IV

Section 1. WORKING CONDITIONS. (a) No employee shall be required to work split shifts.

(b) All On Call Drivers are guaranteed \$1700.00 after tax dollars for On Call service each calendar year. Payment to be made at the end of each calendar year. Payment will be pro-rated, according to how many months the On Call service was provided.

On Call employees will also receive the \$1700.00 if they leave the employment of Waring Lites of St. Louis, Inc. or if their employment is terminated. This will also be subject to a pro-rated basis.

(c) The Employer agrees to pay Workmen's Unemployment Insurance regardless of the number of his employees.

(d) The Employer shall furnish special uniforms and coveralls when required by him, without cost to the employee.

(e) The Employer agrees to furnish all equipment and necessary supplies.

(f) The Employer agrees to pay for any premium or fidelity bond or other bonds on deposits and medical examination fees if required by Employer.

(g) All bargaining unit members under this agreement may take up to a thirty minute lunch break during their work shift.

Section 2. STANDARD OF CONDUCT AND WORKING RULES. Employer may adopt rules and regulations from time to time affecting the conditions of employment, which are not inconsistent with the terms of this Agreement. Such rules and regulations shall be posted in a prominent and conspicuous place in the Employer's plant.

(a) Violation of any of the following shall be considered good and sufficient reasons for immediate discharge:

1. Practice, of immoral, indecent, or violent conduct on the Employer's premises at any time.

ARTICLE IX
PERIOD OF AGREEMENT, RENEGOTIATION, ETC.

(a) This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sales or transfer, or assignment of either party hereto, or by any change in the location of the place of business of either party hereto.

(b) In the event the ownership or management of the Employer's business is changed in any way, employees covered by this contract shall be transferred to the new owner's payroll without loss of seniority, and other benefits, including vacations, holiday pay, sick leave, etc.

(c) It is further agreed that neither the employee nor Employer will make any written or verbal agreement with each other which conflicts with this Agreement, and further any addition, or modification or deletions must be mutually agreed to by the parties, reduced to writing and shall become a part of this Agreement.

ARTICLE X
LEGALITY

Section 1. It is the intention of the parties hereto to comply with all applicable provisions of the State and Federal Laws, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with. However, if any provision of the Agreement, or the application thereof to any person or circumstances are found to be invalid by final judgment of a Court of Competent jurisdiction, either the Employer or the Union may require renegotiation of such invalid provisions for the purpose of adequate replacement thereof. In the event an agreement cannot be reached in such negotiations, the parties reserve the right to legal recourse; or, in such event, either party may declare the entire Agreement at an end.

Section 2. The terms between the parties to this Agreement shall be effective July 1st, 2013 and shall be in effect through June 30th, 2017. Notwithstanding the stated terms of this Agreement, however, neither party may terminate or modify any of its terms or provisions, unless the party desiring such termination or modification:

1. Serves a written notice upon the other party of the proposed termination or modification sixty (60) days prior to the expiration date hereof;
2. Offers to meet and confer with the other party for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications;

AGREEMENT

BETWEEN

KARDEX CONCRETE

AND

TEAMSTERS LOCAL UNION # 317

RECEIVED

FEB 12 2015

CONTRACT
DEPARTMENT

MAY 16 2014 THROUGH MARCH 31 2017

AGREEMENT

This Agreement, made and entered into at Youngstown, Ohio, by and between the WARREN CONCRETE, hereinafter collectively and individually designated as the "Employer", and TEAMSTERS LOCAL UNION No. 377, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

ARTICLE 1

RECOGNITION

- 1.1 The Employer agrees to recognize, and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined.
- 1.2 The term "employee" as used in this Agreement, shall include hourly rated Drivers, Helpers, and Yardmen.
- 1.3 The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.
- 1.4 The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE 2

UNION SHOP AND DUES

- 2.1 The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.
- 2.2 All present employees who are members of the Local Union

ARTICLE 22

PENSION

22.1 The Employer shall contribute the following amounts to the Central States Southeast and Southwest Areas Pension Fund:

Effective 5/18/2009 the employer agrees to adopt the primary schedule with rates as follows:

4/1/14	\$134.80
4/1/15	\$145.60
4/1/16	\$154.30

These amounts must be paid for each week worked by each regular employee covered by this Agreement who has been on the payroll ninety (90) days or more.

The purpose of the said Fund is to afford pension benefits in accordance with the terms of the Pension Fund Booklet.

22.2 This fund shall be administered by a Joint Committee of Trustees, half of whom shall be designated by the Union and half by the Employers who are or may become parties to agreements with the Union providing for similar contributions by such Employers to the same Pension Fund. By the execution of this Agreement, the Employer hereby authorizes the said group of Employers and/or Trustees they may designate to enter into an appropriate Trust Agreement with representatives of the Union for the administration of the Pension Fund, waiving notice of and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority, provided, however, that such action does not operate so as to increase the obligation of the Employer to pay more than the weekly contributions above specified, not so as to impose upon this Employer any obligation whatsoever other than the making of such payment.

22.3 Casual or spot labor shall not be covered by this Article.

22.4 Pension payment shall be paid for Holiday and Vacation time.

22.5 Pension payments to be required after one (1) day's

employment in a week:

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

ARTICLE 23

DRUG TESTING

- 23.1 It is agreed that employees shall receive one (1) hour's pay if required to take a drug test during a day on lay-off. This one (1) hour's pay will not cause fringe benefits to be paid as a second day of employment in a week.
- 23.2 If an employee requires a drug test or physical exam, the Employer pays all fees and the employee's time.

ARTICLE 24

SUCCESSOR CLAUSE

- 24.1 This Agreement shall be binding upon the Employer, its successors and assigns by merger, consolidation or transfer of the Employer's business by sale or gift of stock in the Employer corporation.
- 24.2 In the event the Employer sells the business of the Company by sale of stock in the Employer corporation 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 in the event such purchaser continues the business.

ARTICLE 25

DURATION

INTRODUCTION

THIS AGREEMENT, signed this _____ day of _____, 2014
and effective June 1, 2014, by and between

WARREN SALVAGE

8766 LYNDON DETROIT MI 48238

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, 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 representa-
tive.

RECEIVED

MAY 27 2014

**CONTRACT
DEPARTMENT**

GENERAL

Section 1. The Employer agrees that it will allow the proper representatives of the Union access to the plant or warehouse at any time for the purpose of policing the terms and conditions of this Agreement.

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

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

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

ARTICLE XVI

HEALTH AND WELFARE AND PENSION

The Employer agrees to supply medical insurance for all employees.

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:

6/1/14	6/1/15	6/1/16
1st Year	2nd Year	3rd Year
\$140.20	\$148.60	\$154.50

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 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 Fund.

If an employee is absent because of layoff, illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions for a period of eight (8) weeks per year. 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 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 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 contributions, 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 hour notice to the Employer of such delinquency in the 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 which result.

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

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

ARTICLE XVII **PAID FOR TIME**

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

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

An employee who reports for work as scheduled who is sent home by the Employer due to an Act of God will 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 will not be penalized or disciplined for said absence. The rate of pay for each employee will be specified in this Agreement.

ARTICLE XVIII **PAY PERIOD**

CENTRAL STATES

EIN: 847-818-8779

Mar 17 2008 13:26

8.03

WASHINGTON GROUP ALBERICI JOINT VENTURE
ACCOUNT NO. 899398-0100-236-A

- Revised

LETTER OF UNDERSTANDING AND AGREEMENT

The parties agree to the following pension rates payable to the Central States Pension Fund. The Fund will then provide Class 17B benefits to those covered employees once they receive 52 weeks of contributions at the \$3.90 or higher rate (This is their establishing period for Class 17B). Rates in the future will require a 7% minimum pension rate increase for up to five (5) years beginning on April 30, 2006.

February 26, 2006

\$3.90 per hour

WASHINGTON GROUP / ALBERICI
JOINT VENTURE

LOCAL UNION NO. 236

By [Redacted]
of the Treasury

[Redacted]
of the Treasury

Tel:

Date: 3-22-06

Date: 3-23-06

*All references to a collective bargaining agreement mean the National Heavy & Highway Construction Project Agreement and the Olmsted Dam project addendum dated and signed July 24, 2003.

TPO 01 100/1000 1 117-1

8000 89810000

JINT 61045 001000000-0000 0011120 8082-22-0000

Addendum

TEAMSTERS "GENERAL" LOCAL No. 200

I.B.T.



June 1, 2013 through May 31, 2015

RECEIVED

MAY 22 2014

CONTRACT
DEPARTMENT

ADDENDUM

This Addendum is to be used along with any national construction agreement worked under in the State Of Wisconsin.

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

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

ARTICLE 1

Recognition and Scope of Agreement

1.1 **Geographic Coverage.** The geographic area covered by I. B. T. Local No. 200, in the jurisdiction of I. B. of T. JOINT COUNCIL NO. 39 AREA, including any primary warehouse.

1.2 **Recognition.** Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, and all other conditions of employment for all employees covered by this Agreement.

1.3 **Bargaining Unit.** Employees covered by this Agreement are all employees in the classifications of work covered by this Agreement employed by the employers in the contract territory and engaged in the work described in Section 1.4 hereof.

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

a. **Heavy construction:** Heavy construction is defined as constructing substantially in its entirety any fixed structure, other improvement or modification thereof, or an addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation, the loading, unloading, and transporting of heavy equipment, railroads and street railway construction project, sewers, water mains, grade separations, foundations, pile driving, piers, abutments, retaining highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, hydro-electric development, duct lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites, airports, excavation and disposal of earth and rock.

Contributions must be made for each hour in which a covered employee performs any work or receives any payment for hours worked, (regular and overtime).

5.2 The Employer does hereby agree to be bound by the Trust Agreement and amendments thereof which establish and govern the Wisconsin Health Fund. The Employer designates as its representative on the board of trustees of the trust fund, such trustees as have been named and appointed pursuant to said trust agreement as Employer Trustees, together with their successors selected in the manner provided in the trust agreement. The Employer hereby ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.

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

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

ARTICLE 6

Pension

6.1 The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the hourly sums as provided below for all employees who are covered by this Agreement.

<u>Effective Dates:</u>	<u>Hourly Rates:</u>
June 1, 2013	\$8.40 per hour
June 1, 2014	\$8.70 per hour

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

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

6.4 Contributions must be made for each hour a covered employee performs any work and/or receives any payment for hours worked.

6.5 The Company will administer the Teamster National 401(k) for anyone wishing to participate. Employees may modify their 401 (k) deductions no more than once in any three calendar month period.

ARTICLE 7

Check-Off

7.1 Upon receipt of a written authorization from the employee on a form provided by the Union, the Employer agrees to deduct initiation fees and reinitiation fees and monthly Union dues from the pay of each such employee in the amount and manner prescribed by the Union in accordance with its Constitution and By-Laws, and shall remit same to the Union within ten (10) days from its collection.

7.2 The Union shall indemnify, defend, 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 provisions of this Article or reliance upon any list, notices, or assignments furnished under this Article.

ARTICLE 8

General Conditions

8.1 Seniority

8.1 (a) Seniority, as the term is used herein, means the length of continuous service of any regular employee from the date of first employment by the Employer as hereinafter provided.

8.1 (b) New employees shall be regarded as probationary employees until they have acquired seniority rights. Probationary employees shall attain seniority rights when they have been actually at work in the employ of the Employer for a total of sixty (60) worked days, or one hundred twenty (120) calendar days, whichever comes first. There shall be no responsibility for the re-employment of probationary employees if they are laid-off or discharged prior to attaining seniority rights. After sixty (60) worked days or one hundred twenty (120) calendar days, whichever comes first, of employment as above defined, the names of such employees shall be placed on the seniority list as provided in Section 9.1 (b) with a service credit, reverting back to the first day of hire. The Union shall receive a seniority list upon request.

Any employee covered by this Agreement who accepts a promotion to a salaried position with the Employer shall retain all previously accumulated seniority for a period of twelve (12) consecutive months.

8.1 (c) In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority within the classification, providing the senior employee is qualified to replace the laid-off employee.

8.1 (d) Seniority shall be broken by discharge, voluntary quit, or by a layoff for twelve (12) consecutive months.

OUTSTATE LUMBER AGREEMENT
WASHINGTON LUMBER SUPPLY, INC.
2011-2015

RECEIVED

FEB 03 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

OUT STATE LUMBER

THIS AGREEMENT made and entered into this First day of September, 2011, by and between the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union 682, St. Louis, Missouri, hereinafter designated as the Union and Washington Lumber Supply, Inc. herewith designated as the Employer.

This Agreement is to be in full force and effect from the date of September 1, 2011 and thereafter will continue in full force and effect until and including August 31, 2015.

ARTICLE 1. - RECOGNITION

Section 1. The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined and set forth in the following Article.

Section 2. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 3. The Employer agrees that it will not sponsor or promote financially or otherwise, any group or labor organization for the purpose of undermining the Union, nor will it interfere with, restrain, coerce or discriminate against any of its employees because of their membership in the Union. The Employer also agrees that it will not bargain collectively with any labor organization or group other than the Union for any of the employees who are members of the bargaining unit herein described and covered.

Section 4. It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; and that effective from and after the thirty-first (31st) day following the execution date of this Agreement, the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons remaining members in good standing, and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union, to such effect and

ARTICLE 23. - PENSION

Effective September 1, 2011, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$182.20 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2012, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$193.10 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2013, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$200.80 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2014, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$208.80 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from the employer for either wages, holiday pay or vacation pay.

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

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

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

Notwithstanding anything to the contrary in the Article or the Agreement, the Employer's obligation to make contributions to the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") does not begin until the employee has successfully completed his/her probationary period as Article 9, Section 2 of this

Agreement. The intent of this provision is that the Employer does not owe the Pension Fund any contributions for the hours that an Employee may have worked during the Employee's probationary period.

ARTICLE 24. - SICK LEAVE

An employee covered by this Agreement having one (1) year of service shall be paid for the first day of an accident or any absence due to illness at the rate of one (1) day's pay for each calendar month in which he has actually worked at least eighty (80) hours, up to five (5) days in any one (1) year, accumulatable to fifteen (15) days. A doctor's certificate shall be furnished upon request.

ARTICLE 25. - SUCCESSOR CLAUSE

If during the term of this Agreement, the Employer, in an arms length transaction, sells or leases the business, the Employer shall notify the purchaser or leasee of the existence of and provide a copy of this Agreement. If the sale or lease of the business is not an arms length transaction, then the Employer shall make the sale or lease conditioned upon the purchaser or leasee assuming all of the obligations of this Agreement until the expiration date of this Agreement. For purposes of this Article, the phrase "arms length transaction" means a transaction in which the parties are acting in their own self-interests, and in good-faith, and in the course of generally accepted business practices for such transaction.

ARTICLE 26. - D.R.I.V.E. DEDUCTION

The Employer will recognize a lawful, voluntary employee authorization for a D.R.I.V.E. deduction from wages. The D.R.I.V.E. deduction shall be made weekly and remitted within 30 days to National Drive, C/O International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W., Washington, D.C. 20001. The Union shall reimburse the Employer for only the Employer's actual cost for the expense incurred hereby.

ARTICLE 27. - TERMINATION

This Agreement shall become effective as of the first day of September, 2011, and shall remain in full force and effect through the thirty-first (31st) day of August, 2015 and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

The Post Office address of Washington Lumber Supply, Inc. is Washington Building, P.O. Box 228, Washington, MO 63090.

The address of the Union is 5730 Elizabeth Avenue, St. Louis, Missouri 63110.

PRIVATE SCAVENGER AGREEMENT

by and between

**TEAMSTERS
LOCAL UNION NO. 731**

and

**WASTE MANAGEMENT
of
ILLINOIS, INC.**



affiliated with the

International Brotherhood of Teamsters

effective

October 1, 2013 through September 30, 2018

RECEIVED

DEC 26 2013

**CONTRACT
DEPARTMENT**

PRIVATE SCAVENGERS AGREEMENT

This Agreement shall become effective the 1st day of October, 2013 by and between Waste Management of Illinois, Inc. and Excavating, Grading, Asphalt, Private Scavengers and Recyclers, Automobile Salesroom Garage Attendants and 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.

ARTICLE I - PURPOSE OF AGREEMENT

SECTION 1. The purpose of this Agreement is to establish the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and to maintain a cooperative relationship so as to prevent interruptions by boycotts, strikes or lockouts.

SEC. 2. It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement 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.

ARTICLE II - DEFINITIONS

SECTION 1. That whenever the word "EMPLOYER" is referenced herein, it shall mean Waste Management of Illinois, Inc.

SEC. 2. That whenever the word "UNION" is referenced herein, it shall mean the Excavating, Grading, Asphalt, Private Scavengers and Recyclers, Automobile Salesroom Garage Attendants and Linen and Laundry and Machinery, Scrap Iron, Steel and Metal Trade Chauffeurs, Handlers, Helpers and Alloy Fabricators Local Union No. 731, I.B. of T., and all its members, individually and collectively bound hereunder affected by this Agreement.

SEC. 3. That whenever the word "EMPLOYEE" or "EMPLOYEES" is used herein, it shall mean the Employee or Employees in the classification of work covered by this Agreement.

ARTICLE III - RECOGNITION

SECTION 1. The EMPLOYER recognizes the UNION as the sole and exclusive Representative on behalf of all regular Employees occupying classifications covered by this Agreement, which includes the Transfer Trailer Addendum and all other addenda.

SEC. 2. The EMPLOYER shall not sell or lease its business or any of its equipment or facilities without first informing the purchaser or lessee of the premises of this Agreement, and shall make such sale or lease conditional upon such purchaser or lessee assuming all of the economic obligations of this Agreement and all outstanding grievances pending against the EMPLOYER, with the understanding that upon the expiration hereof, then an Agreement will be negotiated with such purchaser or lessee by the UNION.

(b) A regular Employee who works a Tuesday through Saturday workweek, who is called or put to work on Monday, shall be paid for actual hours worked, with a minimum of four (4) hours or the full equivalent in pay at one and one-half (1½) times the straight time hourly rate, except if an Employee, at his/her own initiative, takes off a regularly scheduled workday during the scheduled workweek, Tuesday through Saturday, in which event, if he/she is called or put to work on Monday, he/she shall be guaranteed eight (8) continuous hours of work or the full equivalent in pay at the applicable straight time hourly rate of pay.

SEC. 3. A regular Employee who is called or put to work on Sunday shall be paid for actual hours worked, with a minimum of four (4) hours or the full equivalent in pay at twice the straight time hourly rate of pay.

SEC. 4. Employees will not be eligible for non-scheduled overtime or sign-up work if the typical time required to perform such extra work, or the assigned route, would cause the Employee to work more than sixty (60) hours within a seven (7) consecutive day period.

The above four sections apply to all regular Employees. A regular Employee is one who has completed his/her probationary period pursuant to Article X, Section 2(b), except as provided in Article X, Section 5. All other Employees are extra Employees. Such extra Employees during this period shall be covered only by the wage provisions of this Agreement. The EMPLOYER agrees not to offer work to such extra Employees, until all regular Employees employed by the EMPLOYER have been offered employment that day.

ARTICLE IX – HEALTH, WELFARE AND PENSION

SECTION 1. Except as otherwise provided elsewhere within this Article, the EMPLOYER shall pay to the Local No. 731, I.B. of T. Private Scavengers Health and Welfare Fund (hereinafter referred to as the "Private Scavenger Health and Welfare Fund"), located at 1000 Burr Ridge Parkway, Suite 301, Burr Ridge, IL 60527, effective October 1, 2013 the sum of Two Hundred Twenty Four Dollars and Forty Cents (\$224.40) for each week for each Employee employed by the EMPLOYER during the calendar week starting with the sixtieth (60th) day of employment, except in the case of an experienced Employee who elects to transfer from another Employer signatory to a labor agreement with IBT Local 731 and said Employee was covered under the Private Scavenger Health and Welfare signatory Employer to accept a position with Waste Management of Illinois, Inc.

The EMPLOYER shall make the stated weekly contributions to the Private Scavenger Health and Welfare Fund on behalf of said Employees employed by the EMPLOYER during the calendar week starting from the first day of employment, and except as provided in Article X, Section 5.

In regards to Employees who are classified as Sweeper, Parking Lot Sweeper, Sweeper Lead Employee, Port-O-let, Utility and Laborer Employees except as otherwise herein provided, the EMPLOYER shall contribute to the Local No. 731, I.B. OF T Garage Attendants, Linen and Laundry Health and Welfare Fund (hereinafter referred to as the "Garage Attendants Health and Welfare Fund") on behalf of said Employees. Effective October 1, 2013, the EMPLOYER shall contribute the sum of Two Hundred and Fourteen Dollars (\$214.00) per week, per covered Employee to said Garage Attendants Health and Welfare Fund.

During the term of this Agreement, Employees shall make the following contributions toward the cost of their Health and Welfare benefits:

- o Year 1 - \$34.00 - No increase in Employee contribution amount
- Year 2 - \$34.00 - No increase in Employee contribution amount
- Year 3 - \$34.00 - No increase in Employee contribution amount
- Year 4 - \$36.00 - \$2.00 (total of \$36.00 per week)
- Year 5 - \$38.00 - \$2.00 (total of \$38.00 per week)

The Employer shall remit the full contribution amounts as provided above to the Private Scavengers Health and Welfare Fund and from the Garage Attendants Health and Welfare Fund. The Employer shall also make a weekly pre-tax deduction from the Employees paycheck, for their above-stated individual share.

For each Employee who is exempt from the workweek guarantee as provided in Article VI, Section 1, the EMPLOYER shall pay the weekly benefit contribution provided for herein for each week in which said Employee performs service to the EMPLOYER for two (2) or more workdays within a workweek.

If during the life of the Agreement the respective Trustees of the Private Scavengers Health and Welfare Fund or Garage Attendants Health and Welfare Fund or any other entity determines that the amounts stated above are insufficient to maintain a particular level of benefit, the EMPLOYER shall not be required to pay any amounts in excess of the amounts stated above, minus Employee contributions, nor shall the Employers weekly contributions in each exceed the amounts stated above, minus Employee contributions, as stated above.

SEC. 2. The EMPLOYER shall pay to the Local 731, I.B. OF T., Private Scavengers and Garage Attendants Pension Trust Fund (hereinafter referred to as the "Private Scavenger Pension Fund"), located at 1000 Burr Ridge Parkway, Suite 301, Burr Ridge, IL 60527, effective October 1, 2013 the sum of Two Hundred Seventy Eight Dollars and Twenty Cents (\$278.20) a week on behalf of each Employee employed by the EMPLOYER during the calendar week starting with the sixtieth (60th) day of employment, except as provided in Article X, Section 5.

For each Employee who is exempt from the workweek guarantee as provided in Article VI, Section 1, the EMPLOYER shall pay the weekly benefit contribution provided for herein for each week in which said Employee performs service of the EMPLOYER for three (3) or more workdays within a workweek.

SEC. 3. In regards to Employees who are Municipal Recycling Chauffeurs, Yard Waste Two Axle Roll-Off Chauffeurs, Parking Lot Sweeper, Helpers, Utility and Laborer's except as otherwise provided, the EMPLOYER shall contribute to the Teamsters Local Union No. 731 Private Scavengers and Garage Attendants Pension Fund (hereinafter referred to the Garage Attendants Pension Fund) on behalf of said Municipal Recycling Chauffeurs, Yard Waste Two-Axle Roll-Off Chauffeurs, Parking Lot Sweeper, Helpers, Utility and Laborer's as participants of the Garage Attendants Pension Plan.

Effective October 1, 2013, the EMPLOYER shall contribute the sum of One Hundred Thirty One Dollars and Twenty Cents (\$131.20) per week, per covered Employee to said Garage Attendants Pension Fund.

The Employer shall contribute on behalf of all Municipal Recycling Chauffeurs and Yard Waste Employees who have completed thirty six (36) months of employment to the Private Scavengers Pension Fund the sum of Two Hundred Seventy Eight Dollars and Twenty Cents (\$278.20) per week, plus the annual negotiated increases set forth in Sections 2 and 3 above, in order that these Chauffeurs shall thereupon become participants in the Private Scavenger Pension Plan.

SEC. 4. There shall be an increase in fringe benefit contributions (Private Scavengers Health & Welfare Fund, Garage Attendants Health and Welfare Fund, the Private Scavenger Pension Fund, the Garage Attendants Pension Fund and the Education/Scholarship Fund) amounts according to the following schedule. Allocation of these amounts between fringe benefit funds shall be determined by the Local Union Executive Board thirty (30) days prior to the effective date of the said increase.

■ Effective October 1, 2013	\$0.65 per hour
■ Effective October 1, 2014	\$0.65 per hour
■ Effective October 1, 2015	\$0.65 per hour
■ Effective October 1, 2016	\$0.65 per hour
■ Effective October 1, 2017	\$0.65 per hour

Said EMPLOYER fringe benefit contributions shall be increased per Employee; per hour, based upon a forty (40) hour workweek.

If during the life of the Agreement the Trustees of the Private Scavenger Pension Fund, Garage Attendants Pension Fund, or any other entity determines that the amounts stated above are insufficient to maintain a particular level of benefit (including costs, monies, taxes, assessments etc., assessed pursuant to the Pension Protection Act of 2006), the EMPLOYER shall not be required to pay any amounts in excess of the amounts stated above.

This is true irrespective of whether such increased amounts results from: a) a request for increased contributions from the Private Scavengers, Garage Attendants Health and Welfare Funds, the Scavenger Pension Fund and the Garage Attendant Pension Fund; b) operation of Law; c) a demand from a third party; or d) the election of the EMPLOYER.

If the cost to maintain the Private Scavenger Health and Welfare Fund, Garage Attendants Health and Welfare Fund, Scavenger Pension Fund and the Garage Attendants Pension Fund exceeds the contribution amount allocated for benefits, the Local Union's Executive Board shall be required to provide a written notice of a special meeting, so a determination can be made by the membership if the additional cost to maintain the current level of said Funds shall be deducted from wages, or if current level of benefits shall be modified or reduced. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the Local Union Executive Board thirty (30) days prior to the effective date of said increase.

SEC. 5: The Parties hereby confirm that the EMPLOYER is not required to make any contributions to any Pension Fund or retirement benefit plan other than the aforementioned the Private Scavenger Pension Fund and the Garage Attendants Pension Plan.

SEC. 6. The EMPLOYER shall also complete and submit a Remittance Report in a form to be furnished by the Administrator of the Health and Welfare Funds and Pension Funds indicating the full name of each Employee employed during the period for which the report is made, irrespective of whether any contributions are made on behalf of such Employee, the date such Employee was hired, re-employed, laid-off, or terminated, the social security number of each new Employee, the period of time for which the report is made, the amount contributed on behalf of each Employee, and the reason no contributions have been made, if such be the case,

The remittance form and contributions shall be submitted each month to the Administrator of each Fund not later than the twentieth (20th) of the month following the month for which contributions are due.

SEC. 7. In the event an Employee is unemployed due to a non-work related disability due to sickness or accident, the EMPLOYER agrees to pay one (1) month of benefit contributions for each six (6) month period of the Employee's service for such period of the Employee's unemployment toward the applicable Health and Welfare Fund and Pension Fund for a period of not more than three (3) months,

In the event an Employee is unemployed due to a work related disability due to sickness or accident, the EMPLOYER agrees to pay one (1) month of contributions for each six (6) month period of Employee's service for such period of the Employee's unemployment toward the applicable Health and Welfare Fund and Pension Fund for a period of not more than six (6) months and thereafter, the Employee may pay the contribution himself/herself to the Health and Welfare Fund for a period of not more than twelve (12) months during the period he/she is unemployed due to a disability because of said sickness or accident.

SEC. 8. Authorized Representatives of the Health and Welfare Funds and the Pension Funds shall have access to the Employer's establishment at all reasonable times for the purpose of inspecting and auditing payroll records, United States Social Security and withholding tax reports, Illinois income tax withholding reports and United States and Illinois unemployment compensation reports, as may relate to non-payment or improper payment of Health and Welfare Fund or Pension Fund contributions. If an EMPLOYER fails to pay any contribution due in accordance with this provision, and the filing of a lawsuit is instituted, the Trustees of said Funds may assess the EMPLOYER a penalty of twenty percent (20%) of the contribution due, in addition to all reasonable attorney's fees, and all associated costs regarding collection and cost of said audit.

SEC. 9. The EMPLOYER hereby agrees to be bound by the Agreements and Declarations of Trusts creating the aforesaid Health and Welfare Funds and Pension Funds and by any future Amendments to each of said Trusts, and hereby designates as its Representatives on the Board of Trustees of said Funds, such Trustees as are named in said Agreements and Declarations of Trust, as Employer Trustees, together with their Successors selected in the manner provided in said Agreement and Declaration of each of said Trusts, as each may be amended from time to time; and further agrees to be bound by all action taken by said EMPLOYER Trustees pursuant to the said Agreements and Declarations of each of said Trusts, as amended from time to time.

Once the amounts agreed to in Article IX, Sections 1, 2, 3 and 4 have been timely paid by the EMPLOYER, said contributions shall be the sole extent of the Employer's liability to the Private Scavengers Health and Welfare Fund, Garage Attendants Health and Welfare Fund, Scavenger Pension Fund and the Garage Attendants Pension Fund or any of its participants for any reasons whatsoever, providing such a limitation is not in violation of the Employee Retirement Income Security Act.

SEC. 10. Notwithstanding any other provisions of this Agreement to the contrary, if the EMPLOYER fails or refuses to remit the monthly Health and Welfare Fund or Pension Fund contributions herein provided, the UNION, after ten (10) days following the issuance of a written notice provided via certified mail to the EMPLOYER, shall have the right to strike or take such other action as it shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event of any delinquency by the EMPLOYER to either of said Funds, the EMPLOYER shall be responsible to the Employees for any loss of any Health and Welfare or Pension benefits resulting therefrom.

ARTICLE X - SENIORITY

SECTION 1. Seniority, as the term is used herein, means the length of continuous service of any regular Employee from the date of first employment by the EMPLOYER as hereinafter provided.

SEC. 2 (a) The EMPLOYER shall maintain a company seniority list of all Employees at each location covered by this Agreement. Correct copies shall be posted at each location at intervals of not less than three (3) months. Maintenance classification Employees shall be enrolled and listed on a separate and non-interchangeable seniority list.

(b) New regular Employees and regular Employees hired after a break in seniority shall be considered probationary Employees with no seniority for a period of sixty (60) days worked or ninety (90) calendar days, whichever occurs first, except as provided in Article X, Section 5, after which their seniority shall date back to the first day of their current hiring.

The EMPLOYER may, within said sixty (60) days worked or one ninety (90) calendar days, discharge such a probationary Employee for any reason whatever, except for membership in or lawful activity on behalf of the UNION.

SEC. 3. An Employee's seniority shall be lost and terminated and the employment relationship shall be terminated by:

(a) Discharge for just cause.

(b) Voluntary quit or resignation

(c) Is absent from work due to injury or illness for a period of twelve (12) consecutive months provided, however, that after twelve (12) months and continuing until eighteen (18) months, an Employee will be notified, on a one time only basis, (i) of an open position, and (ii) if the Employee is qualified and fully released to return to work, will be given a preferential hiring opportunity for the vacant position (this right shall not apply to Employees or individuals who have executed a release waiving reinstatement with any Waste Management Division).

AGREEMENT
TEAMSTERS LOCAL UNION NO. 682
and
FRED WEBER, INC. - CONSTRUCTION DIVISION
2013-2018:

This Agreement made and entered into, effective the 1st day of May, 2013 by and between Fred Weber, Inc. - Construction Division, hereinafter called the "Employer" or "Company", and Teamsters Local Union 682, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency with respect to wages, hours and conditions of employment in the Union consisting of Teamsters and Chauffeurs who are employed by the Employer on heavy and highway work and building and industrial construction in the City of St. Louis and the Counties of St. Louis, Jefferson, Franklin, St. Charles, Lincoln and Warren, State of Missouri.

ARTICLE II - INTENT AND PURPOSE

It is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relationship to make it one that is harmonious and profitable. It is the intention of the parties hereto to provide for the orderly and expeditious settlement of rates of pay, wages, hours, working conditions and the adjustment of grievances.

The following underlying principles shall apply to all labor relations of the parties hereto and all Employees covered hereunder:

1. There shall be no limitations imposed as to amount of work any Employee shall perform during his working day.
2. There shall be no restriction with respect to the use of machinery, tools, or appliances.
3. There shall be no restriction with regard to the use of any raw or manufactured materials.
4. No person, other than the Employer, shall have the right to interfere with the Employees during working hours. Duly authorized representatives of the Union, carrying proper credentials, shall be allowed to visit jobs during working hours to interview the Employer or the Employees but shall in no way hinder the progress of the work.
5. Employees shall be entitled to the wages and benefits as set forth herein.

When three shifts of men per day are employed, Employees must be employed for not less than three shifts per week which must be continuous unless prevented by inclement weather or machine breakdown.

ARTICLE VIII - WELFARE - PENSION - 401(k) SAVINGS PLAN - VACATION

Section 1. Welfare: Effective May 1, 2013 the Employer agrees to contribute Two Hundred Fifty Five Dollars (\$255.00) per week, for each Employee covered by this Agreement who has been on the payroll thirty (30) days or more to Local Union No. 682 Health and Welfare Trust Fund.

Effective May 1, 2014 – Employer contribution will increase by actual cost, not to exceed Two Hundred Sixty-Eight Dollars Twenty Cents (\$268.20) per week (with any amount over that sum to be deducted from Employees' wages),

Effective May 1, 2015 – Employer contribution will increase by amount to be designated by the Employees and Union, to come out of Seventy-Five Cents (\$0.75) per hour total increase.

Effective May 1, 2016 – Employer contribution will increase by amount to be designated by the Employees and Union, to come out of Seventy-Five Cents (\$0.75) per hour total increase.

Effective May 1, 2017 – Employer contribution will increase by amount to be designated by the Employees and Union, to come out of Eighty-Five Cents (\$0.85) per hour total increase.

Pension: Effective May 1, 2013, the total Pension contribution shall be One Hundred Ninety-Three Dollars Ten Cents (\$193.10) per week, with the Employer contributing One Hundred Sixty-Four Dollars (\$164.00) per week for each eligible Employee and eligible Employees contributing Twenty-Nine Dollars Ten Cents (\$29.10) per week.

Effective May 1, 2014, the total Pension contribution shall increase to Two Hundred Four Dollars Seventy Cents (\$204.70) per week, with the Employer contributing One Hundred Seventy-Five Dollars Sixty Cents (\$175.60) per week for each eligible Employee and eligible Employees contributing Twenty-Nine Dollars Ten Cents (\$29.10) per week.

Effective May 1, 2015, the total Pension contribution shall increase to Two Hundred Seventeen Dollars (\$217.00) per week, with the Employer contributing One Hundred Seventy-Five Dollars Sixty Cents (\$175.60) per week for each eligible Employee and eligible Employees contributing Forty-One Dollars Forty Cents (\$41.40) per week.

Effective May 1, 2016, the total Pension contribution shall increase to Two Hundred Twenty-Five Dollars Seventy Cents (\$225.70) per week, with the Employer contributing One Hundred Seventy-Five Dollars Sixty Cents (\$175.60) per week for each eligible Employee and eligible Employees contributing Fifty Dollars Ten Cents (\$50.10) per week.

Effective May 1, 2017, the total Pension contribution shall increase to Two Hundred Thirty-Four Dollars Seventy Cents (\$234.70) per week, with the Employer contributing One Hundred Seventy-Five Dollars Sixty Cents (\$175.60) per week for each eligible Employee and eligible Employees contributing Fifty Nine Dollars Ten Cents (\$59.10) per week.

The Employees' share of the increase will be in the form of a payroll deduction, with the appropriate amount being deducted from each Employee's check for each week the Employer makes a Pension contribution.

The foregoing Employer contribution rates are the Employer's total weekly cost for providing pension benefits during the term of this Agreement. Notwithstanding anything contained in the Agreement to the contrary, in the event that at any time during the term of this Agreement, the Employer is legally required to make Employer contributions to the Pension Plan which are at an Employer contribution rate which is greater than the Employer contribution rate required to be made by the Employer under the terms of this Agreement (or has the aggregate effect of requiring additional employer contributions to the Pension Plan by the Employer), by reason of the direct or indirect application of any law, regulation or rule, including the Pension Protection Act of 2006 and successor legislation, then the Parties to the Agreement agree, that beginning as of the effective date the Employer is required to make contributions at an 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 this 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 this Agreement as a result of the foregoing sentence. All other provisions of this Agreement shall remain in full force and effect during its term.

For an Employer to be liable for such contributions, the following conditions must be met:

(a) The Employee must have completed the probationary period as set forth in Article X, Section 4.

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

(c) If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months.

Delinquency: In the event the Employer is delinquent in payment of his contributions to any of the above funds, the matter shall be referred to the Union president, or his designated representative, representing the Union, and Roger Gagliano, or his designated representative, representing the Employer.

An attempt shall be made to adjust the matter within two (2) weeks after the Union representative has advised the Employer 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 Union shall be free to take such action as it deems necessary until such delinquency payments are made.

Section 2. 401(k) SAVINGS PLAN: Effective May 1, 2004, the Union on behalf of the bargaining unit employees shall designate a percentage contribution from wages to the Fred Weber, Inc. Hourly Employees Profit Sharing & 401(k) Plan. The Employer will withhold said contributions from the Employees' paychecks and forward the contributions on the employees' behalf to the 401(k) Plan on a periodic basis.

Section 3. Vacation: When an Employee has worked for one (1) Employer six hundred (600) hours in any one contract year, he shall receive a vacation of three (3) days, for which the Employer will pay the Employee eight (8) hours per day for the three (3) days, at the average straight time hourly rate he received during the six hundred (600) hours.

For the next two hundred (200) hours, or a total of eight hundred (800) hours during such yearly period, he shall receive another day of vacation, to be paid on the same basis as above; and for the next two hundred (200) hours, or a total of one thousand (1,000) hours, he shall receive a fifth and final day of vacation, to be paid for as above.

When such an Employee has completed three (3) years of continuous employment with the same Employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above.

When such an Employee has completed ten (10) years of continuous employment with the same Employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above.

When such an Employee has completed fifteen (15) years of continuous employment with the same Employer and then works the above required number of hours, he shall receive four (4) times the number of days of vacation specified above.

When an Employee is eligible for a vacation, he shall receive one extra day of vacation in lieu of the day after Thanksgiving.

The tabulation of total number of hours worked shall be based on the contract year, namely, from May 1 through April 30.

In accordance with the practice of the parties, the Employer shall pay out-earned vacation as of May 1st, based on the Employee's hours worked in the previous contract year.

Employees having the greatest seniority shall have preference in selecting time off during the contract year.

ARTICLE IX - WORKING TIME - HOLIDAYS

Workday: Eight (8) or ten (10) hours shall constitute the regular work day and forty (40) hours a week work, Monday through Friday. The Employer shall give notice the first day of the work week as to whether the work week will be worked as eight (8) or ten (10) hour days. The Employer shall establish the starting time between 6:00 A.M. and 9:00 A.M. However, the starting time may be advanced or delayed if required by the owner, if mutually agreed to by the Employer and the Union. Each Employee shall be entitled to a thirty (30) minute unpaid lunch

**FRED WEBER, INC.
CONSTRUCTION DIVISION
ACCOUNT NO.: 8426700-0106-00682-A**

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement after the employee has been on the Employer's payroll for thirty (30) days worked, regardless of probationary or seniority status.

The Employer agrees to bear the responsibility for the full contribution regardless of whether the Employer can collect co-pays from employees.

By:

Redacted by U.S. Department
of the Treasury

Title:

Date:

1/23/14

LOCAL UNION NO. 682

Redacted by U.S. Department
of the Treasury

Date:

1/22/2014

AGREEMENT

FRED WEBER, INC. MATERIAL DIVISION, STONE

2012 - 2017

RECEIVED
AUG 31 2012
CONTRACT
DEPARTMENT

This Agreement dated the 15th day of March 2012, by and between FRED WEBER, INC., MATERIAL DIVISION, STONE (hereinafter called the "Employer"), Party of the First Part, and LOCAL UNION NO. 682, affiliated with the International Brotherhood Of Teamsters, or its successors, Party of the Second Part, hereinafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I - RECOGNITION

Section 1. The Employer agrees to recognize, and does hereby recognize the union, its duly authorized agents, representatives, or successors, as the exclusive bargaining agency for all of the Employees of the Employer as herein defined.

Section 2. The term, "Employee" as used in this agreement shall include all drivers and helpers, but excluding office clerical, supervisors, guards and Employees covered by other union contracts.

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

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

Section 5: It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the 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 following the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the union shall be conditioned upon those persons continuing their payment of the periodic dues of the union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the union, shall be conditioned upon those persons becoming members of the union not later than the thirty-first (31st) day following the execution of this Agreement.

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

compensated for their Employee driving services by the issuance of separate checks which shall neither contain nor make reference to any items of account other than wages earned, compensation due under other articles of this Agreement, and deductions for withholding and social security taxes or other deductions required by law or by applicable provisions of this Agreement.

Section 11. 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 hereof.

Section 12. The grievance and arbitration procedures provided for elsewhere in this agreement shall apply to the terms and provisions of this Article.

ARTICLE X - PENSION.

Section 1. Effective March 15, 2012, the total Pension contribution shall be Two Hundred Forty Three Dollars Ninety Cents (\$243.90) per week, with the Employer contributing Two Hundred Fourteen Dollars (\$214.00) per week for each eligible Employee and eligible Employees contributing Twenty-Nine Dollars Ninety Cents (\$29.90) per week.

This contribution shall be made on all Employees who have been on the payroll thirty (30) days or more and who receive any compensation for any week from the Employer. No contribution shall be paid when the only compensation received is for holiday pay alone.

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

Effective March 15, 2013, the total Pension contribution shall increase to \$258.50 per week, with the Employer contributing \$228.60 and eligible Employees contributing \$29.90 per week.

Effective March 15, 2014, the total Pension contribution shall increase to \$274.00 per week, with the Employer contributing \$244.10 and eligible Employees contributing \$29.90 per week.

Effective March 15, 2015, the total Pension contribution shall increase to \$290.40 per week, with the Employer contributing \$244.10 per week and eligible Employees contributing \$46.30 per week.

Effective March 15, 2016, the total Pension contribution shall increase to \$302.00 per week, with the Employer contributing \$244.10 per week and eligible Employees contributing \$57.90 per week.

The Employees' share of the increase will be in the form of a payroll deduction, with the appropriate amount being deducted from each Employee's check for each week the Employer makes a pension contribution.

The foregoing Employer contribution rates are the Employer's total weekly cost for providing pension benefits during the term of this Agreement. Notwithstanding anything contained in the Agreement to the contrary, in the event that at any time during the term of this Agreement, the Employer is legally required to make Employer contributions to the Pension Plan which are at an Employer contribution rate which is greater than the Employer contribution rate required to be made by the Employer under the terms of this Agreement (or has the aggregate effect of requiring additional employer contributions to the Pension Plan by the Employer), by reason of the direct or indirect application of any law, regulation or rule, including the Pension Protection Act of 2006 and successor legislation, then the parties to the Agreement agree, that beginning as of the effective date the Employer is required to make contributions at an 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 this 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 this Agreement as a result of the foregoing sentence. All other provisions of this Agreement shall remain in full force and effect during its term.

If an Employee is absent because of illness or off-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. Otherwise, the Employer shall not be obligated to make a contribution for an Employee for any week in, which Employee performs no 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.

In the event the Employer is delinquent in payment of the contributions to the pension fund, the matter shall be referred to the president or his/her designated representative, representing the Union, and Douglas K. Weible, or his designated representative, representing the Employer.

An attempt shall be made to adjust the matter within two (2) weeks after the union representative has advised the Employer 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 union shall be free to take such action as it deems necessary until such delinquency payments are made.

Section 2. The Employer agrees to allow employees to participate in a 401(k) plan, with any contributions being made by the employees.

ARTICLE XI - HEALTH AND WELFARE

Section 1. Effective March 15, 2012 the Employer agrees to pay One Hundred Ninety-Six Dollars (\$196.00) per week, per eligible Employee for health and welfare benefits to the Local Union No. 682 Health and Welfare Trust Fund.

parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this Agreement not contrary to law.

ARTICLE XIX - REOPENING

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-negotiations of matters dealing with wages and hours. If governmental approval of revisions becomes necessary, all parties will co-operate to the utmost to attain such approval.

ARTICLE XX - D.R.I.V.E

The Employer will recognize authorization for deduction once a year from wages, if in compliance with state law, to be transmitted to the local union or to such other organizations as the union may request. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law. The Employer will recognize a lawful, voluntary Employee authorization for a DRIVE deduction from wages. The DRIVE deduction shall be made weekly and remitted within 30 days to National Drive, C/o International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W., Washington, D.C. 2001. The Union shall reimburse the Employer for only the Employer's actual cost for the expense incurred hereby.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with the requests of the Union.

ARTICLE XXI - TERMINATION OF AGREEMENT

All of the terms and conditions of this Agreement shall become effective as of the 15th day of March 2012, and shall remain in full force and effect through the 14th day of March 2017.

Should the parties reach an agreement upon the terms and provisions of a new Agreement or an Agreement containing the desired modifications at a time subsequent to the termination date of this Agreement, then in such event all of the terms and provisions of the new Agreement or the Agreement containing the desired modifications, shall be made retroactive to the termination date of this Agreement, provided, there is no intervening strike; then it is subject to negotiations.

IN WITNESS WHEREOF, the parties hereto have signed and executed this and several other copies hereto, the day and year first above written:

FRED WEBER, INC. MATERIAL
DIVISION, STONE

B Redacted by U.S. Department
of the Treasury

CONSTRUCTION, BUILDING MATERIAL,
ICE AND COAL, LAUNDRY AND DRY
CLEANING, MEAT AND FOOD PRODUCTS
DRIVERS, HELPERS, WAREHOUSEMEN,
YARDMEN, SALESMEN AND ALLIED
WORKERS

AGREEMENT

FRED WEBER MATERIAL DIVISION (ROAD OIL)

2010 - 2015

This Agreement made and entered into, effective the 15th day March, 2010 by and between Fred Weber Material Division Asphalt, its successors or assigns, hereinafter called the "Employer", and the Construction, Building Material, Ice and Coal, Laundry and Dry Cleaning, Meat and Food Products Drivers, Helpers Warehousemen, Yardmen, Salesmen and Allied Workers, Local Union No. 682, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I

RECOGNITION

Section 1.01 The Employer agrees to recognize, and does hereby recognize the Union, its duly authorized agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined, who are employed by the Employer in its establishments or sites of work located in the City and County of St. Louis, Missouri, and for all such employees employed by the Employer on building construction work in St. Charles, Franklin, Jefferson, Lincoln and Warren Counties, Missouri. On heavy and highway construction work of the Employer in St. Charles, Franklin, Jefferson, Lincoln and Warren Counties, Missouri, the Employer shall have the privilege of operating under existing agreements or extensions thereof between the Union and the Associated General Contractors of Missouri.

"The term 'Heavy and Highway Construction' as used herein is defined as follows:

All private and public construction, federal and non federal with the exception of building construction. Building construction is hereby defined to include building structures, including modifications thereof or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of, and foundations for building construction, however, the preparation, grading and improvement of the property or site shall be classed as heavy and highway construction except in St. Louis City and County. Excavation of the basement proper shall be considered building construction. Heavy and highway construction shall include, but shall not be restricted to all work performed in the construction of streets and highways, airports, utilities, river and harbor work, flood control, levees, railroads and pile dikes and revetment work on streams in and along the border of the above counties exclusive of St. Louis City and County, Missouri."

Section 1.02 The term, "Employee" as used in this Agreement shall include all teamsters and chauffeurs. It shall also include all warehousemen and helpers when such latter employees are assigned by the Employer to work within the craft jurisdiction of the Union.

Section 4.04 Pension: The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund contributions in the amounts as set forth below for each Employee covered by this Agreement who has been on the payroll thirty (30) days for any payroll week during which such Employee receives payment from the Employer for either wages or vacation pay. Amounts of such contributions shall be as follows:

Effective March 15, 2010, the pension contribution shall be One Hundred Forty Four Dollars Sixty Cents (\$144.60) per week. Effective May 1, 2010, the pension contribution rate shall be One Hundred Fifty Six Dollars Twenty Cents (\$156.20) per week. Effective May 1, 2011, the pension contribution rate shall be One Hundred Sixty Eight Dollars Seventy Cents (\$168.70) per week. Effective May 1, 2012, the pension contribution rate shall be One Hundred Eighty Two Dollars Twenty Cents (\$182.20) per week. Effective May 1, 2013, the pension contribution rate shall be One Hundred Ninety Three Dollars Ten Cents (\$193.10) per week. Effective May 1, 2014, the pension contribution rate shall be Two Hundred Four Dollars Seventy Cents (\$204.70) per week. The increase in 2010 and subsequent years is to be paid out of the total package increase.

For an Employer to be liable for such contributions, the following conditions must be met.

(A) The Employee must have completed the probationary period as set forth in Article V, Section 5.04, paragraph 1.

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

(C) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months.

In the event the 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 Douglas K. Weible, or his 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 the 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.

If an Employee is granted a leave of absence, 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) The foregoing employer contribution rates are the Company's total weekly cost for providing pension benefits during the term of this Agreement. Notwithstanding anything contained in the Agreement to the contrary, in the event that at any time during the term of this Agreement, the Company is legally required to make employer contributions to the pension plan which are at an employer contribution rate which is greater than the employer contribution rate required to be made by the Company under the terms of this Agreement (or has the aggregate effect of requiring additional employer contributions to the pension plan by the Company), 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 Company is required to make contributions at the additional contribution rate until the date the additional contribution rate is no longer in effect, the Company shall be entitled to reduce the wage rate paid to covered employees as set forth in this Agreement by the amount of the additional employer contribution rate the Company 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.

(E) Employees shall be eligible to participate in a Company-sponsored 401(k) plan in accordance with the specific provisions of said plan, with the exception that any contributions shall be made by the Employees.

Section 4.05 It shall be the policy of the Company to give vacations with pay during the period of April 1st to March 31st of any year. During the period from June 1 through October 15, only one Employee from the bargaining unit may be on vacation at any given time without prior approval of management.

Section 4.06

(A) An Employee having one year's continuous service with the Company but less than three (3) years shall be entitled to vacation benefits as follows, according to the number of hours worked in the year immediately preceding his anniversary date on which eligibility is determined:

700 -- 900 straight time hours - 3 days vacation with 24 hours pay;

900+ - 1100 straight time hours - 4 days vacation with 32 hours pay;

1100 or more straight time hours - 5 days vacation with 40 hours pay.

(B) An Employee of three (3) or more years continuous service with the Company shall be entitled to a second week of vacation, that is, twice the number of days vacation with pay according to the number of hours he has worked, as set forth in the Schedule of Vacations of Men with Less Than Three (3) Years Service.

(C) An employee of ten (10) or more years of continuous service with the Company shall be entitled to a third week of vacation, that is, three times the number of days vacation with pay according to the number of hours he has worked, as set forth in the Schedule of Vacations set forth above under (A).

WEBER SAND AND GRAVEL

AND



TEAMSTER LOCAL 614
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

RECEIVED

APRIL 1, 2015 THROUGH MARCH 31, 2018

JUN 22 2015

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of April, 2015, A.D., by and between **WEBER SAND AND GRAVEL 1401 Silver Bell Road, Lake Orion, Michigan 48360,** hereunder termed the Employer or Company. And **TEAMSTER LOCAL UNION 614,** affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS OF NORTH AMERICA,** located at **250 North Perry Street, Pontiac, MI 48342,** hereunder termed the Union.

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

WHEREAS, all parties adhere to the principal of "a fair day's pay for a fair day's work"

WITNESS:

ARTICLE I RECOGNITION, UNION SHOP AND DUES

1.1 Recognition

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for those employees in the classifications covered by this Agreement and listed in Section 18.2, and employees in job classifications other than those specified in the aforesaid section 18.2 are excluded.

1.2 Union Shop

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 future employees who are hired hereafter shall on and after the 30th working day following the beginning of their employment or on and after the 31st working 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. The Union and the Company agree not to enforce the Union Security Clause unless or until it is lawful to do so.

B. When the Employer needs additional help, it shall give the Union Equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

its members take any recourse against any Employer who shall hire casual or seasonal employees to do the work that the bargaining unit employees refuse to perform.

ARTICLE XIV MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime, shift 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 the Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement.

ARTICLE XV MANAGEMENT RIGHTS

15.1 Intent of Agreement

This Agreement is not intended to interfere with, abridge, or limit the right of the Company to manage its business and direct its employees in their employment.

15.2 Rights Retained by Management

The Employer reserves and retains the sole and exclusive right to; the management of the business and the direction of the working force, including but limited to the right to plan and direct operations, schedule hours of work, control volume of production; to add or drop product lines, to establish or continue policies, practices or procedures for the conduct of the business; and from time to time to change or abolish such policies, practices or procedures; to determine the number, location, or relocation and types of its operations; and the methods, processes and materials to be employed, or discontinue their performance by employees of the Employer; to hire, suspend, lay off, discharge for proper cause, transfer or release from duty because of lack of work or other legitimate reasons; to study or introduce new production methods or facilities, to maintain rules and regulations covering employees and retain all the rights that are customarily considered management functions.

ARTICLE XVI INSURANCE AND PENSION

16.1 Health and Welfare

A. The Employer will provide a health care plan to its employees who are on the regular seniority list. Rates will be determined yearly.

B. The employer will pay \$600.00 per month towards employees insurance; balance will be paid by employee as a payroll deduction.

C. Employer will allow employees to Opt-Out of Employer health care plan with proof of other coverage and pay the employee \$100.00 per month on the first pay period of the month.

D. All insurance payments must be made within ten (10) days from the end of each calendar month.

E. Health and Welfare coverage to include vacation days. If the Health and Welfare rates decrease and are lower to maintain present level of benefits the employer will pay the lesser amount.

F. New employees will receive health care benefits only on themselves. New employees will pay additional amounts of insurance if they wish to add other family members or dependents. New hires will be eligible after 90 days of employment. New employee is defined as hiring in after March 31, 2012.

16.2 Pensions

A. Additionally, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement starting on the thirty-first (31st) day from date of hire a contribution of:

16C \$143.60 per week effective as of April 1, 2015

16C \$143.60 per week effective as of April 1, 2016

16C \$143.60 per week effective as of April 1, 2017

B. All payments into the Central States southeast and Southwest Areas Pension Fund must be made within ten (10) days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago, Illinois 60690 Account Number 7000.

C. Employees qualify for pension funding when they are compensated monetarily.

16.3 Contributions

Contributions to the Insurance and Pension Funds 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 Insurance and/or Pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this Paragraph.

16.4 Absence

A. If an employee is absent because of illness or off-the-job injury and notifies the Employer of

such absence, the Employer shall continue to make the required contributions to the Insurance and Pension Funds for a period of two (2) calendar months. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee is able to return to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

B. If 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 Insurance Fund during the period of absence.

16.5 Delinquency in Payment

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/her contribution to the insurance and/or pension funds, in accordance with the rules and regulations of the Trustees of such funds and after the proper official of the Local Union shall have given five (5) working days written notice by Certified Mail, to the delinquent Employer of such delinquency in the insurance and/or pension funds payments, the Union shall have the right to take such action as they deem necessary, against the delinquent Employer only, until such delinquent payments are made.

16.6 Fund Administration

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

16.7 Employer Authorization - Pension

By execution of this Agreement, the Employer authorizes the Employer's Associations who are signatories to similar collective bargaining agreements in this industry to enter into appropriate trust agreement necessary for the administration of the pension fund and to designate the Employer trustees under such trust agreements and to ratify all actions taken or to be taken by such trustees within the scope of their authority.

ARTICLE XVII PAID FOR TIME

17.1 Work Week and Shift Premiums

A. The maximum of hours any employee may work at the rate of compensation herein established shall be forty (40) hours in any one (1) week and not in excess of eight (8) hours in any one (1) day, it being understood and agreed that said forty (40) hours may be worked at any time between 12:00 o'clock midnight Sunday and 12:00 midnight the following Friday unless the 12:00 o'clock midnight starting and ending times are changed by mutual agreement between the employees, Union and Employer involved.

- PROJECT AGREEMENT -
- AMEREN HUTSONVILLE -
- POND CLOSURES -
2015

ILLINOIS HEAVY/HIGHWAY AGREEMENT

RECEIVED

JUN 24 2015

CONTRACT
DEPARTMENT

BETWEEN

Wb-Koester

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

- ONE JOB ONLY -

RECEIVED
JUN 24 2015
CONTRACT
DEPARTMENT

PREAMBLE

Wb- Koester herein after referred to as the "Employer" and Chauffeurs, Teamsters, Warehousemen, and Helpers Local Union No. 135 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1
RECOGNITION

Section 1. Any individual Employer signatory to this Agreement agrees to recognize Teamsters Local Union No. 135 and or its successors in any capacity whatsoever, as the sole and exclusive collective bargaining representative for and on behalf of all employees working in the job classification covered by this Agreement.

ARTICLE 2
SCOPE

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

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

ARTICLE 3
UNION SECURITY

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

commence a strike and picketing of the Employer and may continue such activity until permission is given for an immediate audit. The Employer shall be responsible to the employees for losses resulting from such strikes and picketing activity, including wages for lost time, Health and Welfare and Pension contributions, etc..

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

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

ARTICLE 10

PENSION

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

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

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

Section 2. This Fund shall be the **CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND**. There shall be no other Pension Fund under this Agreement for operations under this Agreement or for the operation under the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties. By execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time the employee would have normally worked had he not been injured; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect

from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. There shall be no deduction from equipment rental of Owner-Drivers by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or for more and regardless of the manner of computation or Owner-Driver compensation.

Section 4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Pension Fund in accordance with the Rules and Regulations of the Trustees of such Funds,, the Local Union or Central Conference of Teamsters, after the President of the Local Union has given seventy-two (72) hour notice to the Employer of such delinquency in Pension payments, the Local Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken; the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.

Section 5. Upon the permanent termination of any employee for any reason, the Employer shall give the employee a statement signed by an official of the Employer on a form furnished by the Union showing From/To dates of employment and type of work performed and approximate hours worked. If information is not available at time of termination, it shall be forwarded to the Local Union within ten (10) days of termination.

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

ARTICLE 11

BOND REQUIREMENTS

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

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

**ADDENDUM TO THE
APRIL 1, 2013 – MARCH 31, 2018
CENTRAL STATES
IRON AND STEEL AND TRUCKLOAD SUPPLEMENT**

APRIL 1, 2013 – MARCH 31, 2018

This Addendum is to be added to and become part of the existing agreement between Teamsters Local No. 92 of Canton, OH and Weir-Cove Moving and Storage of Weirton, WV.

Under the Central States Area Iron and Steel Truckload Supplement will not be covered by the following:

Articles 54, 57, 58; Sec 2, 60, 61, and 62

Article 54 – Wages

April 1, 2013 through March 31, 2018 24% Gross Revenue
Upon truck gross revenue, one hundred thirty five thousand (\$135,000) for single drivers and one hundred fifty thousand (\$150,000) for double drivers in a calendar year, the percentage will increase to 25% for remainder of calendar year.

Stop off; pay driver twenty five (\$25.00) dollars flat.

Article 57 – Vacations

Vacation schedule maintained at the April 1, 2013 through March 31, 2018 Central States Iron and Steel and Truckload Supplement;

Article 58 – Holidays

This language shall supersede any language in Article 58 of the National Master Freight Agreement Central States Area Iron and Steel and Truckload Supplement covering Weir-Cove Moving and Storage Company employees for the period of April 1, 2013 to March 31, 2018.

For each year during the term of this contract, the following nine (9) holidays will be paid: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, December 24th, Christmas Day, and the employee's Floating holiday; at the rate of one hundred thirty five (\$135.00) dollars per day.

RECEIVED

NOV 01 2013

CONTRACT
DEPARTMENT

Article 59 – Sick Leave

Weir-Cove Moving and Storage Company agrees to pay five (5) days sick pay sickness or illness that requires being admitted into a hospital and is not related to a Worker's Compensation Claim. If an employee is off sick and must be hospitalized, the Company will pay sick days while he is in the hospital up to five (5) days. A maximum of five (5) days will be paid for each contract year at the rate of one hundred and twenty (\$120.00) dollars per day.

Coverage will be moved to Fleet Owners Plan B (80-20). Company will pay current rate with member paying 50% of Increases from signing of contract. The bargaining unit employee's maximum weekly contribution will be fifty (\$50.00) dollars per week for the life of the contract.

Article 60 – Health and Welfare

Coverage will be moved to Fleet Owners Plan B (80-20). Company will pay current rate with member paying 50% of Increases from signing of contract. The bargaining unit employee's maximum weekly contribution will be fifty (\$50.00) dollars per week for the life of the contract.

Article 61 – Pension

The Employer agrees to participate in the **CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND** for the term of this Agreement. The Employer agrees to make contributions to said Fund at the following rates for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective April 1, 2013 through March 31, 2018 the Employer will contribute \$182.20 per week per employee.

Article 62 – Annual Safety Bonus

An annual Safety Bonus of \$500.00 will be paid to drivers who meet the following conditions:

The driver must not have any moving violations, company policy violations, preventable accidents, or cargo claims.

The driver must not have any DOT violations within reason.

***Violations will be submitted to the Safety Committee and reviewed by the Company and the Union Representative.

COLLECTIVE BARGAINING AGREEMENT

By and Between

**Weir Cove Moving & Storage Company
(Mechanics)**

-And-

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

RECEIVED

NOV 01 2013

**CONTRACT
DEPARTMENT**

April 1, 2013 through March 31, 2020

1 Page

WITNESSETH:

ARTICLE I - SCOPE OF AGREEMENT.

The execution of the Agreement by the Employer shall cover all employees (except clerical and supervisory employees, drivers, drivers helpers, and dock men) employed in the maintenance, servicing and repairing trucks, tractors, trailers, and all other equipment used in the general trucking industry.

ARTICLE II - UNION SHOP

Section 1

- a) The Employer recognizes and acknowledges that General Truck Drivers and Helpers Local Union No. 92 is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act as amended.
- b) All present employees who are members of the Union on the effective date of this Agreement shall, as a condition of continued employment, remain members in good standing in the Local Union. 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 in the Union as a condition of continued employment on and after the 31st day following the execution of this Agreement or of their date of hire whichever is applicable.
- c) No provision of this clause shall apply in any state which by statute prohibits such conditions. If under applicable statute additional requirements must be met before the above provisions may be made effective such additional requirements shall be met in order to effectuate the Agreement of the parties.
- d) If any provision of this clause is declared invalid or becomes invalid due to enactment of statute, the parties shall meet within ten (10) days to negotiate a satisfactory substitute therefore. If such negotiations are not successfully concluded, either party shall have the right to all legal and economic recourse.
- e) In the event paragraph (b) cannot be made effective by reason of law, the Employer shall if legally permitted recommend to all employees that they become and remain members of the Union in good standing.
- f) No provision of this section shall be so construed as to require the Employer to violate any law.
- g) When the Employer needs additional men he shall give the Union an equal opportunity with all other sources to provide suitable applicants but the Employer shall not be required to hire those referred by the Union.

311P-5 R e

However, no action by the Trustees of the Fund pursuant to this Section shall result in any liabilities or responsibilities on behalf of the Employer pertaining to the Health and Welfare benefits other than the weekly contributions to the Fund for the employees of the Employer as set forth in this Article; such limitation on liabilities shall include, but not be limited to, the following:

1. Any liability for a particular type of benefit or coverage;
2. Any liability to continue making contributions to the Fund or to provide Health and Welfare benefits to employees, should the Employer terminate operations;
3. Any liability to assist the Fund should such Fund become underfunded for any reason whatsoever;
4. Any increase in the weekly contribution of the Employer to the Fund over and above the contributions agreed upon herein.

Section 4 Notwithstanding anything to the contrary in this Agreement, the Employer agrees that in the event it is delinquent in the payment of its contributions to the Fund in accordance with the rules and regulations of the Trustees of the Fund, after the appropriate representative of the Union shall have given seventy two (72) hours notice of such delinquency, the employees or their representative shall have the right to take action deemed necessary, including the right to strike to enforce payment.

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

Section 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 regulation. If such law or regulation does not permit the Fund to assume the discharge of the Employer's obligation, the Employer may, upon thirty (30) days written notice to the Union, reopen this Agreement solely for the limited purpose of reviewing the amount of Company contributions to the Fund.

Section 6 Notwithstanding anything to the contrary in this Article, the Employer, or its successor, accepts no liability, written or implied, other than the weekly contributions to the Fund for employees under its employ and working under the terms of this Agreement.

ARTICLE IX - PENSION

Effective April 1, 2013 and continuing through March 31, 2020, the Employer agrees to participate in the Central States Southeast and Southwest Areas Pension Fund for the term of this Agreement. The Employer agrees to make contributions to said Fund at the following rates for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective April 1, 2013	\$182.20 per week per employee
Effective April 1, 2014	\$182.20 per week per employee
Effective April 1, 2015	\$182.20 per week per employee
Effective April 1, 2016	\$182.20 per week per employee
Effective April 1, 2017	\$182.20 per week per employee
Effective April 1, 2018	\$182.20 per week per employee
Effective April 1, 2019	\$182.20 per week per employee

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee covered by this Agreement even though such employee may only work part time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement. Contributions shall be made for any regular employee on layoff for any week in which he has worked one (1) day during the week.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

It is agreed and understood by the execution of this Agreement, that the Employer shall and is only obligated to make the specific and defined contributions above called for and the management of the Pension Plan shall be in the sole judgment and discretion of the Trustees thereof within the scope of their authority and laws appertaining thereto. Further, the Employer is in no way further obligated other than for payment of the specific and defined contributions negotiated by the employees.

ARTICLE X – UNIFORMS

The Company agrees to pay the cost of furnishing one (1) clean uniform for each regular working day, not exceeding five (5) changes per week.

ARTICLE XI – TOOLS

Each mechanic shall furnish to the Company an itemized list of his tools. The valuation thereof shall be mutually agreed upon between the Company and the Union. Any employee who fails to furnish such list shall not be covered by this clause, nor shall such coverage become effective until said list is furnished by the employee and the valuation of the tools listed thereon be established as herein provided.

Replacement of tools will be based on normal wear and breakage up to one hundred and fifty dollars (\$150.00) per year, during the life of this Agreement.

COLLECTIVE BARGAINING AGREEMENT

By and Between

**Weirton Construction Company
(Drivers)**

-And-

**General Truck Drivers and Helpers Union
Local No. 92**

April 1, 2014 – March 31, 2017

RECEIVED

APR 28 2014

**CONTRACT
DEPARTMENT**

This Agreement is made by and between Weirton Construction Company a division of Starvaggi Industries, Inc. (hereinafter referred to as the "Employer"), and General Truck Drivers and Helpers Union Local No. 92 affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, the parties signatory hereto are desirous of entering into an Agreement embodying wage and conditions of employment and of eliminating the possibility of strikes, boycotts, lock-outs, and all other forms of stoppage,

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

ARTICLE 1 – Union Recognition

- A. That the Employer hereby recognizes the Union, which is signatory hereto, as the sole and exclusive Collective Bargaining Representative of all the Employees of the Employer as hereinafter defined in Appendices A, B, and C of this Agreement, with respect to wages, hours of work and conditions of employment of such Employees included within the recognized Bargaining Unit.
- B. It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall, on the thirty-first (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.
- C. If a new Employee proves unsatisfactory within ninety (90) (including the ninetieth (90th) day) from the time of his employment, the Employer may discharge him without controversy from the Union, and during which said ninety (90) days he shall be considered to be a probationary employee.
- D. The provisions of this Agreement shall be subject to modifications, from time to time, if made necessary through the enactment of any law or laws of governmental authority.

- C. **Safety Committee:** The Union may select and appoint not more than two (2) Employees from the seniority list to act as a Safety Committee and which Committee may meet from time to time, as necessary and requested, with the Shop Foreman to discuss the safety and maintenance of equipment. It is the intent only to effectuate a more amicable relationship for the safety of the driver and proper care and maintenance of Company equipment.

ARTICLE 14 – Maintenance of Standards

- A. The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, over time differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this 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) day from the date of error. Any disagreement between the Union and the Employer with respect to this matter shall be subject to the grievance procedure. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in the Agreement.
- B. The Employer agrees not to enter into any Agreement or Contract with it's 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 15 – Health & Welfare and Pension

Section 1 Effective April 1, 2014, the Employer shall contribute to FLEET OWNERS INSURANCE FUND, PLAN A-CMM (90/10), 3150 Chester Avenue, Cleveland, Ohio 44114-4605, the sum of \$325.00 per week for each Employee covered by this Agreement who has been on the payroll for thirty (30) calendar days. Effective April 1, 2015, the rate shall be \$350.00 per week, per Employee, and effective April 1, 2016, the rate shall be \$375.00 per week, per Employee.

If an Employee is absent because of illness or an off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required weekly contributions for a period of four (4) weeks after the week in which the illness or injury was incurred.

If an Employee is absent because of an injury occurring on the job, the Employer shall continue to make the required contributions until such Employee shall return to work, but in no event for a period of more than fifty-two (52) weeks.

Section 2 Contributions must be made each week on each regular Employee on the seniority list, regardless of whether the Employee works less than the regular work week. 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 contributions for that week shall be due and payable:

Section 3 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 FLEET OWNERS INSURANCE, in accordance with the rules and regulations of FLEET OWNERS INSURANCE, after the appropriate representative of the Union shall have given seventy-two (72) hours notice of such delinquency, the Employees or their representative shall have the right to take action deemed necessary, including the right to strike to enforce payment.

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

The Employer will maintain the current Health Insurance Plan benefits and all related benefits at no cost to the Employee during the entire terms of this Agreement, but reserves the right to seek competitive quotes for such Health and Welfare benefits.

Section 4 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 Health and Welfare benefits or coverage of the type being provided by FLEET OWNERS INSURANCE, 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 FLEET OWNERS INSURANCE, to assume the discharge of the Employers 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 FLEET OWNERS INSURANCE FUND.

Section 5 Notwithstanding anything to the contrary in this Article, the Employer, or its successor, accepts no liability, written or implied, other than the weekly contributions to FLEET OWNERS INSURANCE for Employees under its employ and working under the terms of this Agreement.

Section 6 Effective April 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of \$140.20 per week for each Employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective April 1, 2015 contributions shall be \$148.60 per week for each Employee covered, and effective April 1, 2016 contributions shall be \$154.50 per week per Employee covered by this Agreement.

If an Employee is absent from work because of illness or off the job injury and so notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Contributions to the Pension Fund must be made for each week on each regular or extra Employee covered by this Agreement, even though such Employee may only work part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement. Contributions shall be made for any regular Employee on lay-off for any week in which he has worked one (1) day during said week.

Employees who work either temporarily or in the cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

It is agreed and understood by the execution of this contract, that the Employer shall and is only obligated to make the specific and defined contributions above called for and the management of the Pension Plan shall be in the sole judgment and discretion of the Trustees thereof within the scope of their authority and laws appertaining thereto. Further, the Employer is in no way further obligated other than for payment of the specific and defined contributions negotiated by the Employees.

ARTICLE 16 – Protection of Rights

Notwithstanding the provisions of Article 7-No Strike Clause, it is understood and agreed by and between the parties hereto, that it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property, being serviced by the Employer, whereat a primary labor dispute is in progress, or refuses to go through or work behind said primary picket line; provided however, that this Article shall not be construed to include picket lines which are in existence and involve jurisdictional disputes between personnel at the property being serviced by the Employer and provided further that said picket lines do in no way intend to disrupt the normal operation of the Employer (Weirton Construction Company) but are concerned primarily with a job jurisdictional dispute. It is further understood and agreed that the primary picket line concerned herein is one which disrupts totally the operation whereat the Employer (Weirton Construction Company) is performing services.

COLLECTIVE BARGAINING AGREEMENT

By and Between

**Weirton Construction Company
(Mechanics)**

-And-

**General Truck Drivers and Helpers Union
Local No. 92**

October 1, 2014 – September 30, 2017

RECEIVED

NOV 18 2014

**CONTRACT
DEPARTMENT**

This Agreement negotiated by and between Weirton Construction Company a division of Starvaggi Industries, Inc., their successors or assignees, hereinafter referred to as the "Employer", and General Truck Drivers and Helpers Union Local No. 92 affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the parties signatory hereto are desirous of entering into an Agreement embodying wage and conditions of employment and of eliminating the possibility of strikes, boycotts, lock-outs, and all other forms of stoppage;

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

ARTICLE I - Union Recognition

- A. That the Employer hereby recognizes the Union, which is signatory hereto, as the sole and exclusive Collective Bargaining Representative of all the Employees of the Employer as hereinafter defined in Appendix A of this Agreement, with respect to wages, hours of work and conditions of employment of such Employees included within the recognized Bargaining Unit, and excluding all others not herein defined.
- B. It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall, on the thirty-first (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.
- C. If a new Employee proves unsatisfactory within sixty (60) days (including the sixtieth (60th) day) from the time of his employment, the Employer may discharge him without controversy from the Union, and during which said sixty (60) days he shall be considered to be a probationary employee.
- D. The provisions of this Agreement shall be subject to modifications, from time to time, if made necessary through the enactment of any law or laws of governmental authority.

ARTICLE XIII – Maintenance of Standards

- A. The Employer agrees that the general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this 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. Any disagreement between the Union and the Employer with respect to this matter shall be subject to the grievance procedure.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in the Agreement.

- B. The Employer agrees not to enter into any Agreement or Contract with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE XIV – Health & Welfare and Pension

Section 1. Effective October 1, 2014, the Employer shall contribute to FLEET OWNERS INSURANCE FUND, PLAN A, 3150 Chester Avenue, Cleveland, Ohio 44114-4605, the sum of three hundred and twenty five (\$325.00) per week for each Employee covered by this Agreement who has been on the payroll for thirty (30) calendar days. Effective October 1, 2015, the rate shall be three hundred and fifty dollars (\$350.00) per week, per Employee, and October 1, 2016, the rate shall be three hundred and seventy five dollars (\$375.00) per week, per Employee. There shall be no cost to the Employee.

If an Employee is absent because of illness or an off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required weekly contributions for a period of four (4) weeks after the week in which the illness or injury was incurred.

If an Employee is absent because of an injury occurring on the job, the Employer shall continue to make the required contributions until such Employee shall return to work, but in no event for a period of more than fifty-two (52) weeks.

Section 2 Contributions must be made each week on each regular Employee on the seniority list, regardless of whether the Employee works less than the regular work week. 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 contributions for that week shall be due and payable.

Section 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.

However no action by the Trustees of the Fund pursuant to this Section shall result in any liabilities or responsibilities on behalf of the Employer pertaining to the Health and Welfare benefits other than the weekly contributions to the Fund for the Employees of the Employer as set forth in this Article; such limitation or liabilities shall include, but not be limited to, the following:

1. Any liability for a particular type of benefit or coverage,
2. Any liability to continue making contributions to the Fund or to provide Health and Welfare benefits to Employees, should the Employer terminate operations,
3. Any liability to assist the Fund should such Fund become under-funded for any reason whatsoever,
4. Any increase in the weekly contribution of the Employer to the Fund over and above the contributions agreed upon herein.

Section 4 Notwithstanding anything to the contrary in this Agreement, the Employer agrees that in the event it is delinquent in the payment of its contributions to FLEET OWNERS INSURANCE, in accordance with the rules and regulations of FLEET OWNERS INSURANCE, after the appropriate representative of the Union shall have given seventy-two (72) hours notice of such delinquency, the Employees or their representative shall have the right to take action deemed necessary, including the right to strike to enforce payment.

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

Section 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 Health and Welfare benefits or coverage of the type being provided by FLEET OWNERS INSURANCE, 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 FLEET OWNERS INSURANCE to assume the discharge of the Employers 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 FLEET OWNERS INSURANCE FUND.

Section 6 Notwithstanding anything to the contrary in this Article, the Employer, or its successor, accepts no liability, written or implied, other than the weekly contributions to FLEET OWNERS INSURANCE for Employees under its employ and working under the terms of this Agreement.

Section 7 Effective October 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund (Class 17B), the sum of two hundred and 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 October 1, 2015, the Employer shall contribute two hundred and seventeen dollars (\$217.00) per week. Effective October 1, 2016, the Employer shall contribute two hundred and twenty five dollars and seventy cents (\$225.70) per week.

If an Employee is absent from work because of illness or off the job injury and so notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Contributions to the Pension Fund must be made for each week on each regular or extra Employee covered by this Agreement, even though such Employee may only work part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement. Contributions shall be made for any regular Employee on lay-off for any week in which he has worked one (1) day during said week.

Employees who work either temporarily or in the cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

It is agreed and understood by the execution of this contract, that the Employer shall and is only obligated to make the specific and defined contributions above called for and the management of the Pension Plan shall be in the sole judgment and discretion of the Trustees thereof within the scope of their authority and laws appertaining thereto. Further, the Employer is in no way further obligated other than for payment of the specific and defined contributions negotiated by the Employees.

Section 8 The Employer and/or the Trustees of the Employer's Pension Plan (Group Annuity Contract No. AC921 hereby agrees to vest the benefits accrued under the same to the extent funded as of March 31, 1972, with respect to those Employees covered by the Collective Bargaining Agreement and being transferred from the Employer's Plan to the Central States, Southeast and Southwest Areas Pension Plan. The benefits payable to such members under the Central States, Southeast and Southwest Areas Pension Plan shall be the regular benefits based on the contribution rate applicable at the date of retirement reduced by the benefits vested and payable under the Employer's Group Annuity Contract No. AC921 Pension Plan.

ARTICLE XV – Protection of Rights

Notwithstanding the provisions of Article VII – No Strike Clause, it is understood and agreed by and between the parties hereto, that it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property, being serviced by the Employer, whereat a primary labor dispute is in progress, or refuses to go through or work behind said primary picket line; provided, however, that this Article shall not be construed to include picket lines which are in existence and involve jurisdictional disputes between personnel at the property being serviced by the Employer and provided further that said picket lines do in no way intend to disrupt the normal operation of the Employer (Weirton Construction Company) but are concerned primarily with a job jurisdictional dispute. It is further understood and agreed that the primary picket line concerned herein is one which disrupts totally the operation whereat the Employer (Weirton Construction Company) is performing services.

ARTICLE XVI – Separability and Savings Clause

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article 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 as to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

COLLECTIVE BARGAINING AGREEMENT

By and Between

Weirton Lumber Company

-And-

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

April 1, 2013 through March 31, 2017

RECEIVED

JUN 07 2013

**CONTRACT
DEPT. 15-11-11**

This Agreement is negotiated by and between the Weirton Lumber Company, herein referred to as the "Employer" and General Truck Drivers and Helpers Union Local No. 92, herein referred to as the "Union."

WITNESS:

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

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

ARTICLE 1 - Union Security:

- A. That the Employer hereby recognizes the Union, who is signatory hereto, as the sole and exclusive collective bargaining representative of the employees of the Employer over whom the Union has jurisdiction.
- B. It shall be a condition of employment that all employees of the Employer, its successors and assigns, covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union.
- C. If a new employee proves unsatisfactory within ninety (90) days from the time of his employment, the Employer may discharge him without controversy from the Union, and during this period of ninety (90) calendar days, said employee shall be considered a probationary employee. Employees retained after such ninety (90) day probationary period shall be deemed to be regular employees.
- D. The provisions of this Agreement shall be subject to modification from time to time if made necessary through the enactment of any law or laws of governmental authority.
- E. It is recognized that casual employees may be employed should the work load become too great on certain days for the regular crew to perform. Casual employees shall not be employed with regularity without becoming members of the Union, regularity meaning in excess of two (2) days per week or eight (8) days per month. Casual employees shall be covered by the wage scale of the applicable Article.

- C. Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one half shall be paid after eight (8) hours in any one day. Time and one half shall be paid after forty (40) hours in any one week.
- D. The following days shall be observed as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- E. Work performed on Sundays and holidays shall be paid for at the rate of double the rate of regular pay. No work shall be performed on Labor Day except for the protection of life and property.
- F. In the event of a death of a member of the immediate family of the employee, mother, father, son, daughter, sister, brother, wife, father-in-law, mother-in-law, the employee shall be entitled to take a leave of absence not to exceed two (2) scheduled work days and shall be paid for said two (2) scheduled work days at the regular rate of pay, provided the employee attends the funeral and the funeral is on a work day.
- G. The employee shall receive two (2) sick days (unpaid) without being penalized for time and one half on Saturday.

ARTICLE 10 – Reporting Time

- A. It is agreed upon that any employee ordered to report at a certain time shall be paid from the time he reports, even though he may not actually work until after that time.
- B. Any employee ordered to work shall receive not less than four (4) hours pay.

ARTICLE 11 – Health and Welfare and Pension

The Employer shall maintain Fleet Owners Insurance 6511 Eastland Road, Suite 120, Brook Park, Ohio 44142-1309 insurance Plan B effective April 1, 2013 through March 31, 2017. Such Health and Welfare benefits will be provided for each employee on the payroll thirty (30) calendar days. The following rates shall apply:

	SINGLE	FAMILY
04/01/2013	\$495.00 per week	\$995.00 per week
04/01/2014	\$550.00 per week	\$1,100.00 per week
04/01/2015	\$600.00 per week	\$1,200.00 per week
04/01/2016	\$650.00 per week	\$1,300.00 per week

Effective April 1, 2013 through March 31, 2017 the employee agrees to co-pay \$100.00 per month to the Company Health Insurance program (through payroll deduction).

Said payments shall be made for a period of four (4) weeks following the date the employee ceases to work for the Employer for a non-work related injury, accident, or sickness and for a period of twelve (12) months following the date of an on-the-job injury. Payment shall cease on the last day of the month worked for the Employer because of temporary leave of absence, discharge or absence. Contributions must be made each month on each employee on the payroll, regardless of whether the employee works less than the regular work week. Any hour or day for which the employee receives compensation in accordance with the provisions of this Agreement shall be considered a day worked and a full contribution for that month shall be due and payable.

Pension

Effective April 1, 2013 through March 31, 2017 the Employer agrees to pay the sum of eighty five dollars and eighty cents (\$85.80) per week for each employee who works one day.

Said payments are to be used as a Pension Fund. The pension fund shall be Central States, Southeast and Southwest Areas Pension Fund. Contributions will be for Schedule B benefits.

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, covered by this Agreement, even though such employee may only work part time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement. Contributions shall be made for any regular employee on layoff for any week in which he has worked one (1) day during said week.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph:

AGREEMENT

THIS AGREEMENT, entered into by and between ~~WELTZ INDUSTRIAL CO.~~ ^{CM} 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.

RECEIVED

SEP 08 2014

SEP 08 2014

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.

2014 - 2017
AGREEMENT
BY AND BETWEEN
THE WEITZ COMPANY, LLC
AND
LOCAL UNION NO. 90,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS

RECEIVED

JUN 10 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

)	
)	CONTRACTOR
)	
LOCAL UNION NO. 90, AFFILIATED)	
WITH THE INTERNATIONAL)	
BROTHERHOOD OF TEAMSTERS,)	UNION
DES MOINES, IOWA)	

This Agreement made this 1st day of May 2014, to be effective to the last day of April, 2017, by and between THE WEITZ COMPANY, LLC, hereinafter called the Contractor, and Local Union Warehousemen and Helpers of America, acting as bargaining representative for and in behalf of the truck driver and warehousemen employees of said Contractor, individually and severally, hereinafter called the Local, is to the following force and effect.

The Contractor has reviewed evidence demonstrating the Union's majority status covering employees in the appropriate unit described by this Agreement. On that basis, the Contractor is satisfied that the Union represents a majority of said employees and hereby voluntarily recognizes the Union as the exclusive bargaining representative of those employees.

This Agreement shall apply to all commercial and industrial construction work performed by the Contractor and any other industrial and/or commercial contractor who becomes signatory to this Agreement.

The Parties hereto agree that they have discussed all items properly subject to collective bargaining, and the same are resolved by this Agreement, which constitutes the whole of the Agreement between the parties, governing their entire relationship with respect to all items properly subject to collective bargaining. It is further agreed that this Agreement cannot be reopened for any cause of issue except upon the mutual consent of all parties.

ARTICLE I GENERAL PRINCIPLES

It is the purpose of this Agreement to outline the basic points necessary for the maintenance of cordial relations between the Contractor and the Union which have been in effect for many years. Both parties take pride in conducting their relations on a basis of mutual confidence so that the standards and prestige of the Construction Industry may be maintained at the highest possible level.

To this end it is agreed that:

1. There shall be no restrictions with respect to the use of tools of labor saving devices.
2. When tools or equipment are to be cared for, it shall be done during working hours.
3. The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Employees using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.

three to eight years of service will receive up to four (4) months and all employees with eight or more years of service will receive up to six (6) months and for vacations. It is agreed notwithstanding anything herein contained that, in the event the Contractor is delinquent at the end of the period in payment of his/her contribution to the Health and Welfare Fund or Funds created under this Agreement in accordance with the rules and regulations of the trustees of such fund, the employees or representatives shall have a right to take such action as they deem necessary until such delinquent payments are made, subject to seventy-two (72) hours notice by certified mail from the Union, and it is further agreed that, in the event such action is taken, the Contractor shall be responsible to the employees for loss resulting therefrom.

Should the rate required to maintain Central States Health and Welfare be less than the negotiated rate, the company and the Union shall meet to allocate the difference to the hourly rate in a fair and equitable manner. Such allocations shall neither increase nor decrease the overall expense to the company with respect to total economic package taking into account such elements to include, but not limited to, overtime, social security taxes, etc.

NATIONAL/STATE HEALTH INSURANCE

In the event national or State Health Insurance becomes law, this agreement shall be open for the sole and exclusive purpose of apportioning the amount of the then-current hourly health plan contribution required by this article with the National or State Health Insurance premium and wages. The reapportionment shall be made in accordance with agreement reached between trustees of the current health fund, Teamsters local 90 and the Employer.

PENSION

Effective May 1, 2014, the Employer shall contribute to the Central State, Southeast and Southwest Areas Pension fund the sum of One hundred and forty three dollars and ten cents (\$143.10). On May 1 2015, this rate will increase to one hundred and forty eight dollars and eighty cents. (\$148.80). On May 1, 2016 this rate will increase to one hundred and fifty four dollars and eighty cents (\$154.80).

Contributions to the Central States, Southeast and Southwest Areas Pension Fund must be made on each regular employee. Employees are regular employees after thirty (30) days of service under the terms of this Agreement, and shall be covered by the provisions of this Section.

It is agreed that the Contractor will continue payments to the Pension Fund if an employee is absent because of illness or injury, until such employee returns to work; however, such contributions shall not be paid for a period of more than four (4) Weeks. Contractor may demand proof of illness or accident by a reputable physician. If an employee is injured on the job, the Contractor shall continue to pay the required contributions until such employee is able to and 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 Contractor may collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. It is agreed notwithstanding anything herein contained that in the event the Contractor is delinquent at the end of the period in payment of his/her contribution to the Pension Fund or Funds created under trustees of such fund, the employees or the representatives shall have a right to take such action as they deem necessary until such delinquent payments are made, subject to seventy-two (72) hours notice by certified mail from the Union, and it is further agreed that, in the event such action is taken, the Contractor shall be responsible to the employees for loss resulting therefrom.

The terms and provisions of Article XIV of this Agreement shall continue in effect until midnight, April 30, 2011, unless otherwise provide for, except that no contributions under Article XIV shall be required or if any contractor for any work in which employees covered by this agreement engage in any strike, slowdown or other concerted refusal to work.

WAGES IN LIEU OF FRINGE BENEFITS

It is customary that if the Contractor is to be in this area of jurisdiction for a short time, not more than thirty (30) days, he/she shall add compensation in the form of wages to accurately reflect the negotiated benefits including but not limited to health and welfare, pension, and vacation in this contract above the wage rates as set forth in Article XIII.

Said payments in wages, in lieu of Health and Welfare, Pension and vacations, shall be subject to approval by the Local Union.

ARTICLE XV VACATIONS

All employees accumulating one (1) year shall receive and take one (1) week vacation with pay. Said week to be average work week, but not less than forty (40) hours pay.

All employees accumulating three (3) years or more of service shall receive and take two (2) weeks vacation and shall receive not less than two (2) average work weeks pay but not less than eighty (80) hours pay.

All employees accumulating ten (10) years or more of service shall receive and take three (3) weeks vacation and shall receive not less than three (3) average work weeks pay, but not less than one hundred and twenty (120) hours pay.

It is understood during the first year of employment the employee must work twelve hundred (1200) hours in order to obtain his/her vacation and must have been employed for the full year. In addition, employee must be working on his/her first anniversary in order to qualify for vacation. If employee is not working on his/her first anniversary, he/she will not qualify for vacation until he/she is called back to work and actually returns to work. During the second and subsequent years, the employee must have worked twelve hundred (1200) hours but need not be employed for a full year to be eligible for the vacation. Accumulation of hours toward an employee's vacation shall begin on his/her anniversary date each year. No more than one (1) vacation will be earned in a twelve (12) month period.

All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation, except, however, any employee who has quit, been discharged, or laid off before he/she has worked twelve hundred (1200) hours, shall be entitled to the vacation pay earned on the following pro-rate basis, providing having worked the first full year:

- (1) One thousand (1000) hours of work the employee shall be entitled to three-fourths ($3/4$) of his/her average work week, but not less than thirty (30) hours pay.
- (2) Six hundred (600) hours of work the employee shall be entitled to one-half ($1/2$) of his/her average work week, but not less than twenty (20) hours pay.
- (3) Two hundred (200) hours of work the employee shall be entitled to one-quarter ($1/4$) of his/her average work week, but not less than ten (10) hours pay.

An employee shall be given vacation pay before starting on earned vacation.

In determining average work week earnings, an employee's gross earning recorded for the previous year will be divided by fifty-two (52). In the event an employee is entitled to a vacation but has worked less than fifty (52) weeks, his/her gross earnings shall be divided by the number of weeks worked.

If an employee is laid off, it is his/her option to use this period as paid vacation time, provided the employee is then eligible to take vacation.

Employees will not receive vacation time not addressed in this contract.

ARTICLE XVI CHECK-OFF

(1) The Employer agrees to deduct Union dues and dues assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization in the manner consistent with Federal Law, which will not be irrevocable for a period of more than (1) year, or beyond the termination of the Agreement, whichever occurs sooner.

(2) Such deductions will be made by the Employer from the wages of Employees once each month. The method by which the deduction is made shall conform to the Employers method of handling wage payments.

(3) The Employer further agrees to remit such deductions monthly to the Union Financial Secretary or to such other Union officer designated by the Union.

(4) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the authorization furnished to the employer by the Union, or for the purpose of complying with any of the provisions of this article.

ARTICLE XVII SPECIAL CONDITIONS

The truckers owning their own trucks shall carry public liability and property damage insurance on all trucks, in such a manner that the Contractor is protected on demand.

Contractor shall not be required to use drivers on pickup trucks which are customarily used for transportation of personnel between jobs. The Contractor agrees, however, that he/she will use truck drivers where trucks are used for transportation of material and supplies.

The loading and unloading of machines or other material on or off lowboys, loading and unloading trucks, minor maintenance of equipment, and housekeeping performed at the warehouse location can be assigned to truck drivers and warehousemen employees if requested by the Contractor.

Nothing in this agreement shall prevent, at the contractor's discretion the assignment of maintenance service truck driving to the employee or employees, who can best perform that maintenance work. This maintenance service position will in no way affect, circumvent or replace the classification of work already established in this agreement.

The company and union agree that superintendents and /or warehouse management personnel will not do bargaining unit work except on occasions when no bargaining unit employees are available and there is an emergency situation at a project location which will cause a significant delay in the work.

ARTICLE XVIII EXPIRATION AND RENEWAL OF CONTRACT

This three (3) year contract shall be in effect from the 1st day of May 2014 to midnight the 30th day of April, 2017, and shall be automatically renewed for a period of three (3) year thereafter unless either party gives notice, in writing, to the other party sixty (60) days prior to April 30th, 2017, to the

effect that the party giving notice desires that the Contract shall not be automatically renewed and/or that changes are desired in said contract.

ARTICLE XIX SIGNATURES

The undersigned representative of the Company does hereby certify to be authorized to sign this agreement.

The undersigned representative of Local Union No. 90, affiliated with the International Brotherhood of Teamsters, of Des Moines, Iowa, do hereby represent that they have been authorized by formal action of the membership of the Local, to sign this Agreement as bargaining representatives of the employee bargaining unit herein described, and they do hereby certify that their signatures bind to the carrying out of this contract.

Signed and agreed this 20th day of May, 2017

LOCAL UNION NO. 90
Affiliated with
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
DES MOINES, IOWA

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

RECEIVED

JUN 10 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

WELSCH FURNACE

HEATING AND SHEET METAL

PLAN 2

MARCH 20, 2013 THRU MARCH 19, 2016

INDEX OF ARTICLES

		PAGE(S)
ARTICLE I	RECOGNITION	2 & 3
ARTICLE II	REPRESENTATION	3
ARTICLE III	HOURS OF WORK	3 & 4
ARTICLE IV	WAGES	4 & 5
ARTICLE V	VACATIONS	5 & 6
ARTICLE VI	SENIORITY	6 & 7
ARTICLE VII	HEALTH AND WELFARE PLAN 2	7 & 8
ARTICLE VIII	PENSION	8 & 9
ARTICLE IX	GRIEVANCE PROCEDURE	9 & 10
ARTICLE X	JURY DUTY	10
ARTICLE XI	MISCELLANEOUS PROVISIONS	10 & 11
ARTICLE XII	WORK ASSIGNMENTS	11
ARTICLE XIII	SICK LEAVE	12
ARTICLE XIV	PICKETING CLAUSE	12
ARTICLE XV	SEPARABILITY AND SAVINGS CLAUSE	12
ARTICLE XVI	UNAUTHORIZED ACTIVITY CLAUSE	12 & 13
ARTICLE XVII	JOB LABOR STANDARDS AND JOB SECURITY	13
ARTICLE XVIII	REOPENING CLAUSE	13
ARTICLE XIX	DRIVE AUTHORIZATION & DEDUCTION	14
ARTICLE XX	MANAGEMENT RIGHTS	14
ARTICLE XXI	DURATION OF AGREEMENT	14 & 15

TEAMSTERS LOCAL UNION NO. 682
5730 ELIZABETH AVE.
ST. LOUIS, MO. 63110
314-647-8350

RECEIVED

JAN 24 2014

CONTRACT
DEPARTMENT

AGREEMENT
HEATING AND SHEET METAL

PLAN 2

MARCH 20, 2013 THRU MARCH 19, 2016

THIS AGREEMENT DATED THE 20TH DAY OF MARCH, 2013, BY AND BETWEEN WELSCH FURNACE COMPANY, LOCATED IN ST. LOUIS, MISSOURI, HEREINAFTER CALLED THE "COMPANY", PARTY OF THE FIRST PART, AND LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, OR ITS SUCCESSORS, PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "UNION", FOR THE PURPOSE OF ESTABLISHING RATES OF PAY WAGES, HOURS OF WORK, AND CONDITIONS OF EMPLOYMENT TO BE OBSERVED BETWEEN THE PARTIES HERETO.

ARTICLE I - RECOGNITION

SECTION 1. THE COMPANY AGREES TO RECOGNIZE, AND DOES HEREBY RECOGNIZE, THE UNION, ITS AGENTS REPRESENTATIVES, OR SUCCESSORS, AS THE EXCLUSIVE BARGAINING AGENCY FOR ALL OF THE EMPLOYEES OF THE COMPANY AS HEREIN DEFINED.

SECTION 2. THE TERM "EMPLOYEE" AS USED IN THIS AGREEMENT SHALL MEAN ALL CHAUFFEURS AND CHAUFFEURS' HELPERS.

SECTION 3. THE COMPANY WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 4. THE COMPANY AGREES THAT IT WILL NOT SPONSOR OR PROMOTE, FINANCIALLY OR OTHERWISE, ANY GROUP OR LABOR ORGANIZATION, FOR THE PURPOSE OF UNDERMINING THE UNION; NOR WILL IT INTERFERE WITH, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST ANY OF ITS EMPLOYEES IN CONNECTION WITH THEIR MEMBERSHIP IN THE UNION.

SECTION 5. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT, ALL PERSONS WHO ARE HEREAFTER EMPLOYED BY THE COMPANY IN THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT SHALL BECOME MEMBERS OF THE UNION NOT LATER THAN THE THIRTIETH DAY FOLLOWING THE BEGINNING OF THEIR EMPLOYMENT; THAT THE CONTINUED EMPLOYMENT BY THE COMPANY IN SAID UNIT OF PERSONS WHO ARE ALREADY MEMBERS IN GOOD STANDING OF THE UNION SHALL BE CONDITIONED UPON THOSE PERSONS CONTINUING THEIR PAYMENT OF THE PERIODIC DUES OF THE UNION; AND THAT THE CONTINUED EMPLOYMENT OF PERSONS WHO WERE IN THE EMPLOYMENT OF THE EMPLOYER PRIOR TO THE DATE OF THIS AGREEMENT AND WHO ARE NOT NOW MEMBERS OF THE UNION, SHALL BE CONDITIONED UPON THOSE PERSONS BECOMING MEMBERS OF THE UNION NO. LATER THAN THE THIRTIETH DAY FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT. THE FAILURE OF ANY PERSONS TO BECOME A MEMBER OF THE UNION AT SUCH TIME SHALL OBLIGATE

REQUIRED CONTRIBUTIONS AFTER THE PLAN COVERAGE RUNS OUT, FOR A PERIOD OF UP TO SIX (6) MONTHS.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED IT IS AGREED THAT IN THE EVENT ANY EMPLOYER IS DELINQUENT AT THE END OF A PERIOD ON THE PAYMENT OF HIS CONTRIBUTION TO THE HEALTH AND WELFARE FUND CREATED UNDER THIS CONTRACT, IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TRUSTEES OF SUCH FUNDS, THE EMPLOYEES OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE LOCAL UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE TO THE EMPLOYER OF SUCH DELINQUENCY IN HEALTH AND WELFARE PAYMENTS, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS THEY DEEM NECESSARY UNTIL SUCH DELINQUENT PAYMENTS ARE MADE, AND IT IS FURTHER AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE EMPLOYER SHALL BE RESPONSIBLE TO THE EMPLOYEES FOR LOSSES RESULTING THERE FROM.

ARTICLE VIII - PENSION

EFFECTIVE MARCH 20, 2013 THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWO HUNDRED SIXTY EIGHT DOLLARS AND EIGHTY CENTS (\$268.80) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. THIS CONTRIBUTION SHALL BE MADE FOR ANY PAYROLL WEEK DURING WHICH THE EMPLOYEES RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES, HOLIDAY PAY OR VACATION PAY. ALL YEARLY INCREASES WILL BE DEDUCTED FROM THE EMPLOYEES WAGE RATE INCREASE TO COVER THESE COSTS.

CONTRIBUTION SCHEDULE INCREASES FOR:

2013 - TWO HUNDRED SIXTY EIGHT DOLLARS AND EIGHTY CENTS (\$268.80)
2014 - TWO HUNDRED SEVENTY NINE DOLLARS AND SIXTY CENTS (\$279.60)
2015 - TWO HUNDRED NINETY DOLLARS AND EIGHTY CENTS (\$290.80)

IF THE CENTRAL STATES PENSION FUND ADOPTS AN HOURLY CONTRIBUTION RATE DURING THE TERM OF THIS CONTRACT, THE ASSOCIATION/UNION HAS THE OPTION OF CHANGING TO AN HOURLY CONTRIBUTION RATE OR REMAINING WITH A WEEKLY CONTRIBUTION RATE.

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

IF AN EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND IS NOT ABLE TO WORK, THE EMPLOYER IS NOT OBLIGATED TO MAKE CONTRIBUTIONS ON BEHALF OF THE EMPLOYEE.

IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK:

HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS.

IF AN EMPLOYEE ELECTS TO TAKE A LEAVE-OF-ABSENCE, AND IF SO GRANTED BY THE EMPLOYER, IT IS UP TO THE EMPLOYEE TO TAKE THE INITIATIVE AND PROVIDE SUFFICIENT MONIES FOR THE EMPLOYER TO PAY THE ELECTED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED IT IS AGREED THAT IN THE EVENT ANY EMPLOYER IS DELINQUENT AT THE END OF A PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE PENSION FUND CREATED UNDER THIS CONTRACT, IN 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 IX - GRIEVANCE PROCEDURE

SHOULD DIFFERENCES ARISE BETWEEN THE COMPANY AND THE UNION OR ANY EMPLOYEE OF THE COMPANY AS TO THE MEANING OR APPLICATION OF THE PROVISIONS OF THIS AGREEMENT, SUCH DIFFERENCES SHALL BE SETTLED IN THE FOLLOWING MANNER:

SECTION 1. THE AGGRIEVED EMPLOYEE OR EMPLOYEES SHALL FIRST TAKE THE MATTER UP WITH THE SHOP STEWARD WHO IN TURN WILL TAKE THE GRIEVANCE UP WITH THE FOREMAN IN CHARGE. EMPLOYEES SHALL HAVE THE SHOP STEWARD PRESENT ON ANY GRIEVANCE. IF A SATISFACTORY SETTLEMENT IS NOT EFFECTED WITH THE FOREMAN WITHIN ONE (1) WORKING DAY, THE EMPLOYEE SHALL SUBMIT SUCH GRIEVANCE TO THE UNION IN WRITING, WITHIN TEN (10) WORKING DAYS OF ITS OCCURRENCE OR KNOWLEDGE THEREOF.

SECTION 2. IF NO SATISFACTORY ADJUSTMENT IS AGREED UPON THE MATTER SHALL BE REFERRED BY THE UNION TO THE GENERAL MANAGER OF THE COMPANY OR SOME OTHER EXECUTIVE OFFICER OF THE COMPANY WITH AUTHORITY TO ACT, WHO SHALL REVIEW THE ALLEGED GRIEVANCE AND OFFER A DECISION WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF SAME.

SECTION 3. IF THE GRIEVANCE HAS NOT BEEN SETTLED AS A RESULT OF THE FOREGOING, THE UNION OR THE COMPANY MAY SUBMIT IT TO ARBITRATION BY NOTIFYING THE OTHER IN WRITING WITHIN TEN (10) DAYS AFTER THE COMPANY'S DECISION IN SECTION 2 ABOVE. THE COMPANY AND THE UNION AGREE TO ACCEPT THE DECISION OF THE MAJORITY OF AN ARBITRATION BOARD CONSISTING OF ONE (1) MEMBER SELECTED BY THE COMPANY AND ONE (1) MEMBER SELECTED BY THE UNION AND THE THIRD SELECTED BY THE TWO ARBITRATORS NOMINATED AS ABOVE. IT SHALL BE INCUMBENT UPON BOTH

AGREEMENT Between

WESCO DISTRIBUTION, INC.

2301 Truman Road

Kansas City, Missouri 64127

and

TEAMSTERS LOCAL # 838

4501 Emanuel Cleaver II Boulevard

Kansas City, Missouri 64130

September 1, 2013 to August 31, 2016

RECEIVED

JAN 30 2014

**CONTRACT
DEPARTMENT**

THIS AGREEMENT entered into this 1st day of September, 2013 between WESCO Distribution, Inc., Kansas City, Missouri, hereinafter called the "EMPLOYER," and TEAMSTERS LOCAL UNION NO. 838, Kansas City, Missouri, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "UNION," and their members, hereinafter called the "EMPLOYEES."

ARTICLE I RECOGNITION

A. The Employer recognizes and acknowledges the Union as the exclusive representative of all employees in the classifications 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 unit 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 II UNION SHOP

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 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, whichever is the later. This provision shall not be applicable in Kansas.

ARTICLE III CONTRACT AGREEMENTS

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, and any such agreement shall be null and void.

ARTICLE IV EXTRA PROBATIONARY AND REGULAR EMPLOYEES

Extra employees as used in this Agreement, are those employees who do not work a regular workweek, but only work when requested. After one hundred twenty (120) straight-time hours in the thirty-one (31) day period, a new employee shall be considered a probationary employee and shall have seniority in a probationary status from the first day of his employment. After sixty (60) accumulated working days in a probationary status, the employee shall become a regular employee and shall be credited with seniority as of the first date of his employment. Extra employees and probationary employees shall be considered as being employed only on a trial basis and may be discharged or disciplined 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.

The Employer will notify the Union in writing of the fact of discharge or discipline, provided, further, that grievances involving probationary employees are subject to the first three steps of the grievance procedure provided herein, and in the event of failure to settle may be subject to arbitration as herein provided, if both parties agree to arbitration in any particular case.

ARTICLE XXX HEALTH AND WELFARE.

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

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

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

ARTICLE XXXI PENSION.

Effective September 1, 2010, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the maximum amount of:

September 1, 2013 eight nine dollars (\$ 89.00)

September 1, 2014 ninety two dollars & sixty cents (\$ 92.60).

September 1, 2015 ninety six dollars & thirty cents (\$ 96.30)

per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more for the term of this Agreement. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

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

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his 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 give seventy-two (72) hour notice to the Employer of such delinquency in Health and Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the employer shall be responsible for losses resulting there from.

ARTICLE XXXII 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 understanding between the parties.

ARTICLE XXXIII DURATION

This Agreement shall become effective September 1, 2013 and shall remain in effect until August 31, 2016 and shall continue in effect thereafter from year to year unless notice by certified mail is given by either party to the other of intention to terminate or modify at least sixty (60) days prior to August 31, 2016 or any annual anniversary date thereafter.

WESCO DISTRIBUTION, INC.

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

TEAMSTERS LOCAL 838

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

RECEIVED

JAN 30 2014

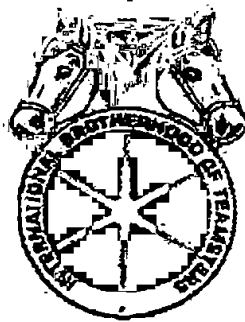
CONTRACT
DEPARTMENT

AGREEMENT

-BETWEEN-

WEST AGRO, INC

- and -



**HEALTH CARE, PROFESSIONAL, TECHNICAL, OFFICE,
WAREHOUSE AND MAIL ORDER EMPLOYEES UNION,**

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Teamsters Local No. 743
4620 S. Tripp Ave
Chicago, Illinois 60632
Phone: 773 254-7460
www.teamsterslocal743.com

November 1, 2014 through October 26, 2018

RECEIVED

JUN 12 2015

**CONTRACT
DEPARTMENT**

LABOR CONTRACT AND WORKING AGREEMENT

THIS AGREEMENT AND LABOR CONTRACT, effective November 1, 2014 has been made and entered into this ____ day of October, 2014 by and between WEST AGRO, INC., 1855 S. Mount Prospect Road, Des Plaines, Illinois 60018, its successors or assigns hereinafter called the "COMPANY", and the WAREHOUSE, MAIL ORDER, OFFICE, TECHNICAL AND PROFESSIONAL EMPLOYEES LOCAL NO. 743, 4620 S. Tripp Ave., Chicago, Illinois 60623, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union."

THIS AGREEMENT has been made and entered into by and between the above parties in a mutual effort to stabilize the industry and to promote sound labor relations. It is the desire and intent of the Company and the Union to ensure all employees are treated with dignity and respect. Rights under this Agreement may be exercised without fear of retaliation and all employees will be treated fairly and without harassments.

Therefore, the following Agreement is executed between the Company and the Union.

ARTICLE I - RECOGNITION

The Company agrees to recognize the Union as the sole collective bargaining agency for all its warehouse and maintenance employees in its Des Plaines, Illinois plant, excluding however, all office, clerical, guards, professional and supervisory employees.

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing. Those who are not members on the date on which this Agreement is signed, shall on the thirtieth (30th) day following the date on which this Agreement is signed, become and remain members in good standing in the Union or pay an agency fee which shall not exceed uniform dues and initiation fees. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union or pay an agency fee which shall not exceed uniform dues and initiation fees.

ARTICLE II - OVERTIME

Section 1. Time and one-half (1-1/2) the employee's regular straight-time hourly rate shall be paid for all hours worked over forty (40) hours in any one (1) work week, and all hours worked over eight (8) hours in any one (1) work day. Under no circumstances will an employee be expected to work beyond twelve (12) hours in any given work day.

Section 2. All work performed on Saturday, shall be paid for at the rate of time and one-half (1-1/2) the employee's regular straight-time hourly rate.

Section 3. All work performed on Sunday and all work performed over twelve (12) hours in any one work day shall be paid for at the rate of double (two times) the employee's regular straight-time hourly rate.

health plan or the HMO. However, in the event that the HMO premium is higher than the standard health plan, the employee must also pay the difference between the cost of the plans. The Company will contribute 80% of the cost of dental and vision plans, and the employee will contribute 20% of the cost.

In the event of layoff, an employee's coverage will continue until the last day of the month in which the employee was laid off. Thereafter the Company will provide Health & Welfare coverage in accordance with the provision of COBRA as described in the current Health Insurance booklet.

The Company and the Union are in agreement on the provisions of the Group Benefit Plan. In all cases, the provisions of the Insurance Carrier Group Contract, will govern eligibility and coverage of benefits.

ARTICLE XXIII - PENSION PLAN

Effective November 1, 2014, the Company shall contribute to the Central States, Southeast and Southwest Pension Fund, the sum of one hundred dollars and ninety cents (\$100.90) per week for each full-time regular employee covered by this bargaining agreement. This contribution shall increase to one hundred seven dollars and no cents (\$107.00) per week effective October 31, 2015, and to one hundred twelve dollars and thirty cents (\$112.30) per week effective October 29, 2016, and to one hundred seventeen dollars and ninety cents (\$117.90) per week effective October 28, 2017,

The Company agrees to provide an elective 401K Plan with no contribution to be made by the company.

ARTICLE XXIV - MANAGEMENT RIGHTS

Section 1. Except as explicitly limited by a specific provision of this Agreement, the Company shall continue to have the exclusive right to take any action it deems appropriate in the management of its facility and direction of the workforce in accordance with its judgment. All inherent and common law management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Company. However, variations of individual shift hours made to achieve greater efficiency shall not be interpreted as a new plan covering hours, but shall be regarded as coming normally under management's prerogative. It is further agreed that the Company is not restricted from manufacturing any new products of any type whatsoever or instituting variations of the products now being manufactured.

ARTICLE XXV - FULL AGREEMENT

Section 1. The parties agree that this Agreement incorporates their full and complete understanding, and that any prior agreements or practices, whether oral or written, are superseded by the terms and of this Agreement. The parties further agree that no oral understanding or practices will be recognized in the future, unless committed to writing and signed by the parties as an Amendment to this Agreement.

AGREEMENT

PREAMBLE

THIS AGREEMENT entered into this 5th day of November, 2013 to be effective on July 1, 2013 unless otherwise provided, by and between West Bend Transit & Service Company, a Wisconsin corporation, hereinafter referred to as "West Bend" or "Employer" and Teamsters "General" Local Union No. 200, which is affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1. PARTIES

Section 1. Employer. The Special Services Division, hereinafter referred to as "SSD" or "Employer" provides certain special transportation services as a contract and/or common carrier and otherwise supplements the services provided by West Bend Transit and Special Service Company's other bargaining unit. SSD is a division of West Bend Transit and Service Company, a Wisconsin corporation, hereinafter referred to as "West Bend Transit." West Bend Transit is a motor carrier with its principle place of business located at West Bend, WI and is engaged primarily in the transportation of freight over routes pursuant to the rights issued by the Interstate Commerce Commission and various state regulatory agencies.

The bargaining unit covered by this Agreement and known as the Special Services Division is separate and distinct from the other West Bend bargaining unit of drivers covered by West Bend's other labor agreement with Local 200.

Section 2. Union. Teamsters "General" Local Union No. 200, which is affiliated with the International Brotherhood of Teamsters, is the exclusive bargaining representative of West Bend's drivers working out of its West Bend facility hereinafter referred to as "drivers" or "covered employees." Such Local Union is hereinafter referred to individually as the "Local Union."

Section 3. Transfer of Company Title or Interest.

This Agreement and any Supplements hereto, hereinafter referred to collectively as the "Agreement", shall be binding upon the parties hereto, their successor, administrators, executors and assigns. In the event an entire operation, or portion thereof, or rights only are sold, leased, transferred, diverted, moved, or taken over by sale, transfer, relocation, 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. Said operations remain within jurisdictional area of Teamsters Local 200 as of the date of this Agreement.

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

Section 4. The contributions to the Health and Welfare Fund must be made for each week each regular covered employee works or is on vacation, even though such regular covered employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Health and Welfare Fund. Covered employees, other than regular employees who work either temporarily or in cases of emergency under the terms of this Agreement, shall not be covered by the provisions of this paragraph.

Section 5. The contributions shall be made for any regular covered employee on layoff who is worked one (1) day in any week for any reason.

Section 6. 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. In the event that the Employer is delinquent, the Employer must also pay all attorneys' fees and costs of collection.

Section 7. Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular regular covered employees shall be submitted directly to the grievance procedure, by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is subject to the grievance procedure.

Section 8. The Employer will provide a program called P.O.P. (Premium Only Plan) which provides for tax-free treatment of employee premium contributions to medical, dental, and vision insurance benefits.

ARTICLE 39. PENSION PLAN

Section 1. Effective July 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas

Pension Fund the sum of Two Hundred Eighty Dollars and Thirty-five Cents (\$280.35) per week, effective July 1, 2014; Two Hundred Ninety-seven Dollars and Seventeen Cents (\$297.17) per week, effective July 1, 2015; Three Hundred Fifteen Dollars (\$315.00) per week for each regular 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. By the execution of this Agreement, the Employer authorizes the Employers' Association, who represents employers contributing to the Pension Fund, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If a regular covered employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular covered employee is injured on-the-job, the Employer shall continue to pay the required contributions until such regular covered employee returns to work; provided, however, such contributions shall not be paid for a period of more than twelve (12) months. If a regular covered employee is granted a leave of absence, the Employer shall collect from said regular covered employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4. Contributions to the Pension Fund must be made for each week each regular covered employee works or is on vacation, even though such regular covered employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Covered employees, other than regular employees who work either temporarily or in cases of emergency under the terms of this Agreement, shall not be covered by the provisions of this paragraph.

Section 5. The contributions shall be made for any regular covered employee on layoff who is worked one (1) day in any week for any reason.

Section 6. Action for delinquent contributions may be instituted by the Union, the Area Conference, or the Trustees. In the event that Employer is delinquent, Employer must also pay all attorneys' fees and costs of collection.

Section 7. 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 4, by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is subject to the grievance procedure.

ARTICLE 40: PICK UP AND DELIVERY OF FREIGHT

Nothing in this Agreement shall restrict, in any way, the pickup and delivery of freight by any of the Employer's drivers.

ARTICLE 41: SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article, Section or Subsection of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, or Subsection should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article, Section, or Subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article, Section, or Subsection is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Subsection during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 42. DURATION

Section 1. Term. The Agreement shall be in full force and effect, except as otherwise provided, from July 1, 2013 to and including October 31, 2016, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

concerning the requirement to make contributions on behalf of particular covered employees shall be submitted directly to the grievance procedure, beginning with Step 4, by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is subject to the grievance procedure.

ARTICLE 40. PICK UP AND DELIVERY OF FREIGHT

Nothing in this Agreement shall restrict, in any way, the pickup and delivery of freight by any of the Employer's drivers.

ARTICLE 41. SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article, Section or Subsection of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, or Subsection should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article, Section, or Subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article, Section, or Subsection is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Subsection during the period of invalidity or restraint. There shall be no limitations of time or such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 42. DURATION

Section 1. Term. The Agreement shall be in full force and effect, except as otherwise provided, from July 1, 2013 to and including October 31, 2016, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. Extensions. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to October 31, 2016 or October 31st of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Section 3. Revisions. Revisions agreed upon or ordered shall be effective as of July 1, 2013 or November 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon.

Section 4. Extension of Notice Deadlines. In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Subsection, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20____, to be effective July 1, 2013, except as to those areas where it has been otherwise agreed between the parties.

FOR THE COMPANY:

WEST BEND TRANSIT &
SERVICE COMPANY
SPECIAL SERVICES DIVISION

FOR THE UNION:

TEAMSTERS "GENERAL" LOCAL
UNION NO. 200

By: _____
Benjamin T. Schloemer

Title: President

Date: _____

By: _____
Steven Nelson

Title: Business Representative

Date: _____

RECEIVED

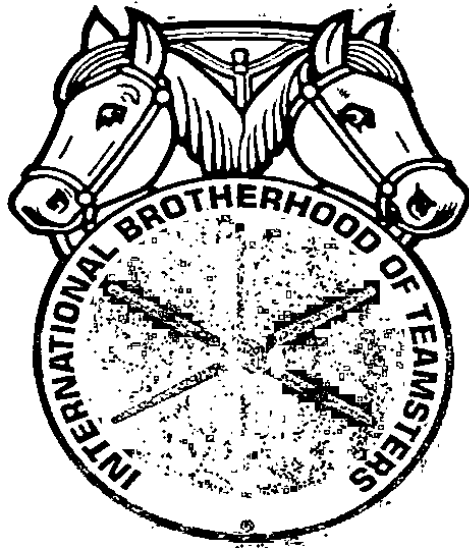
APR 10 2014

CONTRACT
DEPARTMENT

By: _____
Kirk Gehl

Title: Union Steward

Date: _____



WESTFALL GMC TRUCK, INC.

JULY 1, 2013 THROUGH JUNE 30, 2016

RECEIVED

JUL 30 2013

CONTRACT
DEPARTMENT

AGREEMENT

Made and entered into by and between WESTFALL GMC TRUCK, INC., hereinafter called the "Employer" and the TEAMSTERS LOCAL UNION NO. 41, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union";

ARTICLE I - EMPLOYMENT

1. **Recognition** - The Employer recognizes the Union as the sole bargaining agent for the Employees under its jurisdiction in Kansas City, MO and Kansas City, KS. It is further agreed to that no other Labor Organization or group of Employees shall be recognized in any form for any purpose respecting collective bargaining for the following Employees: All Parts Department Employees, Truck Drivers and Firemen.
 - a. This Agreement shall not include Executives, Superintendents, and actual Managers in supervisory capacity or members of the clerical or sales force, mechanics and night watchmen.
2. Upon compliance with the requirements of Section 8 (a) (3) (i) of the Labor-Management Relations Act of 1947, as amended, or upon change in the Law eliminating such requirements, membership in the Union shall be a condition of employment for all employees on and immediately after the thirty first day following the beginning of such employment or the effective date of this provisions, whichever is later.
 - a. The Employer agrees to check-off the monthly dues and initiation fees, if any, of the Employees to do so. Said deductions of dues shall be made from the first pay in each month, and the dues deducted shall be paid over to the Financial Secretary of the Union not later than the tenth (10th) day of the month in which they were deducted. Initiation Fees shall be deducted in accordance with the authorizations and paid over promptly thereafter to the Financial Secretary of the Union. Union shall indemnify Company against all claims by employees arising out of the deduction of dues by the Company. The Company is required to use Union check-off and wage information forms.
3. New Employees making proper application for the Union Membership will be accepted into the Union without discrimination. Employees are under no legal or contractual obligation to become a member of the Union. Under the current law, the employee can satisfy any contractual obligation necessary to retain their employment by paying an amount equal to the uniform dues and initiation fee required of the members of the Union. If the employee elects not to become a member, they may pay a service fee which is limited to a proportionate share of the expenditures necessary to support the Union's activities as their collective bargaining representative. The Union will provide additional information concerning the amount of the service fee based upon its most recent allocation of its expenditures which are devoted to the activities which are germane to its performance as their bargaining representative, upon their request. The law permits service fee payers to challenge the correctness of this calculation. Procedures for filing such challenges will be provided by the Union, upon request.
4. Union may refer qualified applicants for employment, but the Company will reserve the right to hire or reject the applicant and to hire from any source it chooses. The Company's selection will not be subject to challenge by the Union.

4. The Core Manager will be in his own classification and the company will select any person that meets their requirements for that position. The wages for the Core Manager shall be the same as front counter, 2nd year. Assistant Core Manager pay scale will follow the Rack Counter pay scale.
- *5 Any bonus, commission, vacation plan or pay differentials which are in effect shall be continued for the term of the Agreement except as provided below. Any compensation arrangements may be discontinued or modified at any time, provided that the changes are not made for the purpose of discrimination. The employer shall give the affected Union notice compensation plans or arrangements. Failure to provide notice shall require continuation of the plan for 30 days after notice is given.

ARTICLE IX – PENSION

1. Effective July 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of Ninety nine dollars (\$99.00) per week for each Employee covered by this Agreement, who has been on the payroll thirty (30) days or more. Effective July 1, 2014, the Employer shall contribute to the Fund the sum of One Hundred and Three Dollars (\$103.00) per week for each Employee covered by this Agreement, who has been on the payroll thirty (30) days or more and then effective July 1, 2015, the Employer shall contribute to the Fund the sum of One Hundred and Seven Dollars and Ten Cents (\$107.10) per week for each Employee covered by this Agreement, who has been on the payroll thirty (30) days or more.
2. The fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other Pension Fund under this Contract for operations under this Contract.
3. By the execution of this Agreement, the Employer authorizes the Employer's Associations, which are parties hereto to enter into appropriate trust.
4. 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.
5. If an Employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks if the employee is off because of an approved leave under the contract. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. Employer must pay Pension contributions for up to fourteen (14) days for training in Military Reserve or National Guards, provided such absence affects his credits for Pension. If an Employee is granted a leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.
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 provision 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 the Contract shall not be covered by the provisions of this paragraph. The Local Union,

the Area Conference, or the Trustees may institute action for delinquent contributions. Employers who are delinquent must pay all attorneys' fees and cost of collections.

ARTICLE X - HEALTH AND WELFARE

The Company will be allowed to obtain insurance, change plans and carriers, and determine premiums at its discretion without further bargaining as long as plan is identical to all other non union employees. There shall be no difference between the two plans.

ARTICLE XI - DRUG TESTING

See addendum "A"

ARTICLE XII - PERIOD OF AGREEMENT, RENEGOTIATIONS, ETC

This agreement shall be in full force and effect from July 1, 2013 to and including June 30, 2016 and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify the Agreement is served upon the other party by either party at least sixty (60) days prior to the annual anniversary date.

FOR THE UNION:

TEAMSTERS LOCAL UNION NO. 41

Redacted by U.S. Department
of the Treasury

BY:

BY: _____

FOR THE COMPANY:

WESTFALL GMC TRUCK, INC.

Redacted by U.S.
Department
of the Treasury

BY:

BY: _____

RECEIVED

JUL 30 2013

CONTRACT
DEPARTMENT



WESTFALL LIGHT DUTY SERVICE

OCTOBER 1, 2013 THROUGH September 30, 2016

RECEIVED

NOV 13 2013

CONTRACT
DEPARTMENT

AGREEMENT

Made and entered into by and between WESTFALL GMC TRUCK, INC., WESTFALL LIGHT DUTY SERVICE, hereinafter called the "Employer", and the Teamsters Local Union No. 41, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union".

ARTICLE 1 - EMPLOYMENT

1. Recognition - The Employer recognizes the Union as the sole bargaining agent for the Employees under its jurisdiction in Kansas City, Missouri. It is further agreed that no other Labor Organization or Group of Employees shall be recognized in any form for any purpose respecting collective bargaining for the following Employees: All Light Duty Service Department and/or Shop Employees, Mechanics, Apprentices, Lube, Tool Room Attendant, Janitor and Washer.

This Agreement shall not include Executives, Superintendents, and actual Foremen in supervisory capacity or members of the clerical or sales force of the Employer and night watchmen.

2. Upon compliance with the requirements of Section 8 (a)(3)(i) of the Labor-Management Relations Act, 1947, as amended, or upon change in the law eliminating such requirements, membership in the Union shall be a condition of employment for all Employees on and immediately after the thirty-first day following the beginning of such employment or the effective date of this provision, whichever is the later.

Employees are under no legal or contractual obligation to become a member of the Union; Under the current law, the employee can satisfy any contractual obligation necessary to retain their employment by paying an amount equal to the uniform dues and initiation fee required of the members of the Union. If the employee elects not to become a member, they may pay a service fee which is limited to a proportionate share of the expenditures necessary to support the Union's activities as their collective bargaining representative. The Union will provide additional information concerning the amount of the

ARTICLE 5 – PENSION FUND

Effective October 1, 2013, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of seventy-one dollars and forty cents (\$71.40) per week for each Employee covered by this Agreement, who has been on the payroll thirty (30) days or more. Effective October 1, 2014, the weekly contribution shall be seventy four dollars and thirty cents (\$74.30). Effective October 1, 2015, the weekly contribution shall be seventy seven dollars and thirty cents (\$77.30).

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.

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

If an Employee is absent because of illness or off-the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. Employer must pay Pension contributions for up to fourteen (14) days for training in Military Reserves or National Guard, provided such absence affects his credits for Pension. If an Employee is granted leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

Contributions 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 the case of emergency under the terms of this Contract, shall not be covered by the provisions of this paragraph. Action for delinquent contributions may be instituted by the Local Union, the area Conference, or the Trustees. Employers who are delinquent must pay all attorneys' and cost of collections.

ARTICLE 6 – HEALTH AND WELFARE

The Company will offer their company Health & Welfare plan to all full-time eligible Employees.

AGREEMENT BETWEEN
WEST SIDE SAND BLASTING
INCORPORATED



AND
TEAMSTERS LOCAL NO. 614

April 1, 2012

THUR

March 31, 2015

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 sub-section or on the date of the execution of this agreement, whichever is the later, shall remain members of the local union in good standing as a condition of employment. All present employees who are not members of the local union and all employees who are hired hereafter shall become and remain members in good standing of the local union as condition of employment or 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 sub-section 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, and/or initiation fees of Local No. 614 and pay such amount deducted to said Local No. 614 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.

SECTION 3. A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis, during which period he may be discharged without further recourse; provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) days, the employee shall be placed on the regular seniority list. In case of discipline within the thirty (30) day period, the Employer shall notify the Local Union in writing.

SECTION 5. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

SECTION 6. The Employer shall not require, as a condition of continued employment, that an employee purchase truck tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

ARTICLE II WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

Effective 3/29/15 per week:

Single Tier: \$154.10 Middle Tier: \$365.20 Family Tier: \$455.70.

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

Additionally, the Employer agrees to pay into Central States Southeast and Southwest Areas Pension Fund for each employee covered by this agreement starting with their thirty first day (31st) after hire. Schedule "A" attached a contribution of:

\$ ____ per week for life of contract

All payments into Central States Southeast and Southwest Pension fund must be made with 10 (10) days from the end of each calendar month to the American National Bank, P.O. Box 1431 Chicago, Illinois 60690—Account No. 7000. Contributions 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 funds.

If 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

Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of a monthly period in the payment of his contribution to the Insurance 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 in the Insurance Fund payments the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from

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

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

ARTICLE 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. 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 certificates violations involving Federal, State or city regulations, which occur through no fault of the driver, shall be paid. Such payment for drivers' time when not driving shall be at the hourly rate. If not put to work, employees shall be guaranteed four (4) hours' pay at the rate specified in this Agreement.

ARTICLE 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 one week's pay shall be held back due to the work week ending on Thursday.

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 XIX 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 XX 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. It is further agreed that the Employer will furnish all gloves.

AGREEMENT

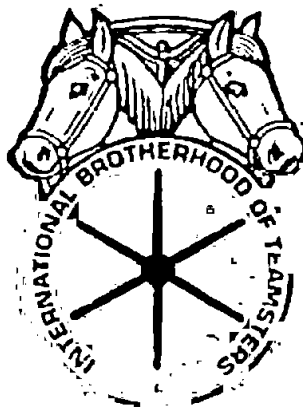
BY

WEST VIRGINIA - OHIO MOTOR SALES, INC.



AND

GENERAL TEAMSTERS,
LOCAL UNION 697
WHEELING, WEST VIRGINIA



RECEIVED
JUL 23 2014
OFFICE OF
AGREEMENT

EFFECTIVE: JUNE 6, 2014 TO JUNE 5, 2017

ARTICLE I AGREEMENT

This Agreement made and entered into by and between West Virginia- Ohio Motor Sales Inc., presently located at 142 River Road, Wheeling, West Virginia, hereinafter referred to as the Employer, and General Teamsters, Chauffeurs, Warehousemen & Helpers Local Union No. 697, Wheeling, West Virginia, affiliated with The International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter referred to as the Union, shall cover all employees in the Journeymen Mechanic, Store Room Clerk, Apprentice Mechanics or any new classification added during the life of this Agreement.

The parties, acting by and through their duly authorized representatives agree to be bound by the terms and provisions of this Agreement.

ARTICLE II MANAGEMENT OF THE COMPANY

(a) Except to the extent expressly abridged by a specific provision of the Agreement, and without infringing on an employee's right specifically provided for by language and in this Agreement, the Company reserves and retains solely and exclusively all of its inherent rights to manage the business.

(b) All rights, powers and authority relating to the operation of facility and the directing of the working forces are reserved to the Company, except to the extent that they may be specifically modified by this Agreement. These rights include, but are not limited to the following:

(c) The right to hire, maintain order, efficiency, and economy of operation, the right to discipline and discharge for just cause, the right to layoff, the right to determine the type, extent, and nature of all equipment used, the right to determine and from time to time, re-determine products, possesses, the right to promulgate rules, and to require the observance of Company rules and regulations and to discontinue their performance by employees of the Company and to sell or otherwise dispose of its business.

ARTICLE III UNION RECOGNITION

(a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing rates of pay, hours of work, and other conditions of employment for all employees in the bargaining unit now or hereafter represented by Local Union #697 and the various classifications hereinafter set forth in the Agreement. (Such units may consist of Mechanics and Body Repair employees and Service employees).

ARTICLE XIV
HEALTH AND WELFARE

(a) The Employer agrees to maintain the employees' Health and Welfare Benefits that was presented in negotiations. Employer will be liable for any increased premiums due to any increase in insurance company rates. It is agreed that any employee desiring increased benefits will make self contributions to the Company for the benefits desired. The Plan shall be Carelink or a plan equal to or better. The benefits being the same as those presented in negotiations. In the event of a change in the policy holder, the Company shall be liable for all costs to maintain the same or equal benefits.

The Employer will be responsible for half of the deductible once the employee has paid their half.

(b) Effective upon ratification of this Agreement the employees shall contribute the following amounts towards participation in the hospitalization coverage. Co-contributions to be deducted on a pre-tax basis.

Single	\$35.00 per month
Couple	\$80.00 per month
Family	\$110.00 per month

(c) Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given 72 hours' notice 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. If such employees are married and the spouse is covered by another insurance policy, W.Va.-Ohio Motor Sales, Inc. will only pay for coverage for the employee. If the employee chooses to utilize the spouses coverage, an agreed upon increase in pay can be optioned. However, a return to full coverage will result in loss in the same incremental pay increase.

ARTICLE XV
PENSION

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

<u>6/7/14</u>	<u>6/7/15</u>	<u>6/7/16</u>
\$140.20	\$148.60	\$154.50

(b) The said 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 the Union, which Agreement and Declaration of Trust conform to all requirements of law. A copy of said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here-at-length.

(c) If an employee is absent due to off-the-job injury or illness 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 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 six (6) months.

(d) Contributions to the Pension Fund must be made for each week on each regular and/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 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.

(e) Upon notice from the Union that its members have voted to participate in The Inter-Local Pension Fund of the Graphic Communications Conference of the International Brotherhood of Teamsters (ILPF) and have been approved for participation by the ILPF Trustees, the Employer agrees to deduct from the employee's weekly wages such contributions as are established by vote of the members and, on a monthly basis, remit the same to the ILPF.- All forms, authorizations and procedures will be provided by the Union, and the Employer's sole obligation and agreement is to provide a payroll deduction for the participating employees. It is specifically understood that the Employer is not adopting, maintaining or sponsoring the ILPF. The Union agrees to hold the Employer harmless from any and all legal claims and liabilities in furtherance of providing the payroll deduction..

ARTICLE XVI SENIORITY

(a) The Employer agrees to file with the Union, within one (1) week after execution of this Agreement, a list containing the names and addresses of all employees covered by this Agreement with their length of service with the Employer in seniority order. Such list shall be kept up to date by notice to the Union of all employees who are hired, laid off, recalled or whose employment is terminated.

(b) Seniority is based on the length of service regular employees have with the Employer and seniority shall prevail at all times. A regular employee shall be given a regular seniority rating based on the length of service from his first date of employment with the Employer and accumulated thereafter. Seniority shall be accumulated during the absence due to illness, lay-off, or leave of absence, when any such absence does not exceed two (2) years. When it becomes necessary to reduce the working force, seniority rights will prevail, and when it becomes necessary to increase the working force, those employees laid off shall be again re-employed in order of their seniority; that is, the employees oldest in seniority shall be first recalled to work.

ARTICLES OF AGREEMENT
EFFECTIVE DATE: 04/30/14
EXPIRATION DATE: 04/29/17

Between

WESTERN SAND & GRAVEL CO.
SPRING VALLEY, ILLINOIS
(Corporate Office)

and

TEAMSTERS LOCAL UNION NO. 722
LA SALLE, ILLINOIS

Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED

JUL 25 2014

CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into by and between WESTERN SAND & GRAVEL CO. IN SPRING VALLEY, ILLINOIS (Corporate Office), or its successors, as Party of the First Part, and hereinafter referred to as the "Employer" and GENERAL TRUCK DRIVERS, DOCKMEN, HELPERS, WAREHOUSEMEN, SALES DRIVERS, AUTOMOTIVE WORKERS, GAS STATION ATTENDANTS, RETAIL DELIVERY DRIVERS AND DAIRY, HEALTH CARE AND PUBLIC EMPLOYEES LOCAL UNION NO. 722, or its successors, an affiliate of the International Brotherhood of Teamsters, as Party of the Second part, and hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all its employees with the job classifications and units covered by this Agreement.

Section 2. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) calendar day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit, of persons who are already members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer, prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) calendar day following the execution date of this Agreement.

The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union to such effect, and to the further effect that Union membership was available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union Membership as required herein shall obligate the Employer to discharge such person upon written notice to the Employer by the Union.

Section 3. The Employer agrees to deduct from the salary of all employees covered by this Agreement, dues, initiation fees and death benefit fund assessments of Teamsters Local Union No. 722 and agrees to remit within five (5) days to said Local Union, all such deductions. Check-off as herein provided shall apply only to such employees from whom the Employer has received a written assignment. No deductions shall be made which are prohibited by applicable law. The employer shall deduct dues, fees, etc., on a monthly basis from the employees paychecks and continue to remit to the Union on a quarterly basis.

Section 4. The Union will hold and save harmless the employer from any loss by way of damages, back pay awards, fees (including reasonable attorney's fees) and costs arising out of any action taken by the employer as requested by the union pursuant to the provisions of this Article.

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.

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 December 1 through March 31 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 December 1, 2014, through March 31, 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 December 1, 2015 through March 31, 2016 the daily contribution shall be increased to Fifty Nine Dollars and Sixty Cents (\$59.60). Effective December 1, 2016 through March 31, 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 his 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.

AGREEMENT

between

WESTVIEW II

and

TEAMSTERS LOCAL UNION No. 20

affiliated with

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

September 12, 2014 TO JANUARY 31, 2018

RECEIVED
OCT 29 2014
CONTRACT
DEPARTMENT.

Memorandum of Understanding Regarding Central States Contributions.

In recognition of the fact that Westview Concrete, Inc. ("Westview") and the Central States, Southeast and Southwest Areas Pension Fund ("Central States") are entering into a settlement agreement covering certain individuals who are not members of the Union ("the Settlement Agreement"), Westview and the Union agree as follows.

1. In addition to the contributions Westview is required to make pursuant to its collective bargaining agreement with the Union, beginning on a date agreed to by Westview and Central States, Westview will pay contributions at an hourly contribution rate to Central States for work performed by certain drivers who transport concrete from Westview's Miller Road facility in Avon, Ohio who are not in the bargaining unit represented by the Union ("non-Local 20 drivers"). These drivers will include, but not be limited to, any drivers from Westview's Olmsted Falls facility who are represented by Teamsters Local 436 and independent contractors, but will exclude any driver transporting concrete that has been sold to any Westview competitor picking up concrete at Westview's Avon facility, provided the competitor is not under common control or does not share common ownership with Westview as set forth in the Settlement Agreement.

2. The hourly contribution rates for the non-Local 20 drivers will be as follows:

Effective date of this
Agreement to 3/28/15 - \$4.37 3/29/15 to
4/2/16 - \$4.54
4/3/16 to 4/1/17 - \$4.72
4/2/17 and thereafter - \$4.91

3. Westview will pay two hours of contributions for each of the deliveries made by the non-Local 20 drivers. This amount of time may be revised in accordance with the provisions of the Settlement Agreement.

4. Westview's contributions on behalf of non-Local 20 drivers as set forth herein, shall continue until January 31, 2018. After that date said contributions may continue to the extent required under Section 8(a)(5) of the National Labor Relations Act, as amended, or as may be mutually agreed to by Westview and the Union, as well as Westview and Central States.

The undersigned duly-authorized representatives of Westview and Teamsters Local Union No. 20 hereby agree as set forth above this 12th day of September, 2014.

TEAMSTERS LOCAL UNION NO. 20, WESTVIEW CONCRETE, INC. affiliated with the
International
Brotherhood of Teamsters, AFL-CIO

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

RECEIVED
OCT 29 2014
CONTRACT
DEPARTMENT

AGREEMENT

between

WESTVIEW II

and

TEAMSTERS LOCAL UNION No. 20

affiliated with

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

September 12, 2014 TO JANUARY 31, 2018

RECEIVED
OCT 29 2014
CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, shall be deemed to have been made and entered into this 12th day of September, 2014, by and between WESTVIEW II party of the first part, hereinafter called "the Employer," and TEAMSTERS LOCAL UNION No. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS party of the second part, hereinafter called "the Union."

WHEREAS, the parties hereto desire to stabilize employment and establish a standard of conditions under which the workers shall be employed by the Employer during the term of this Agreement and to regulate their relationship with the view of securing harmonious operations between them and averting strikes, boycotts, and other disputes that would cause stoppage of work.

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

ARTICLE I Rules, Customs, Practices

Section 1: The Employer and the Union, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work.

Section 2: No limitations shall be placed upon the amount of work which an employee shall perform during a working day, nor shall there be any restrictions either against the use of machinery, tools or labor-saving devices or against the use of any materials, raw or manufactured, except prison-made materials provided that the necessary safety requirements and material handling guidelines have been met by the Employer.

Section 3:

- A. A truck driver delivering building material shall drive his/her truck as close as possible to the point on the job or construction site where the materials are actually required by the purchaser, taking into consideration weather conditions, the suitability of the ground or road, and the weight, traction and capacity of the truck. Except as otherwise expressly provided, the driver shall unload the truck at that point, subject to the approval of the purchaser. In the event that purchaser does not approve, the truck driver shall immediately notify the Employer of the dispute as to unloading. It shall be the sole responsibility of the Employer to resolve the dispute with the purchaser.
- B. The driver shall not distribute or carry materials about the job site or inside a dwelling or other structure. Where the driver can drive his truck up to an attached garage or the building structure itself, the driver shall place plastering materials inside the attached garage or inside the nearest room distributing or carrying the plastering materials around that room.

herein and specific references made to all of the above, and all parties to this Agreement, including beneficiaries and covered members, shall be and are hereby bound.

Section 4: In the event of serious illness, the Employer agrees to pay the aforementioned Health and Welfare contributions for one (1) additional month, following the serious illness of any employee covered by this Agreement. If an employee is injured on the job, the Employer agrees to pay the aforementioned Health and Welfare contributions for two (2) additional months.

Section 5: In the event of lay-off, the Employer will be obligated to only one (1) month of four (4) continuous weeks of Health & Welfare contributions. Should an employee be recalled to work for one (1) week or less after the original lay-off, the Employer will not be obligated to an additional four (4) weeks of contributions.

-Abuse Provisions - Should the Employer abuse the above stated (e.g. - Abuse meaning the use of an employee on continuous weeks of one (1) day or more per week after the employee was originally laid-off), the Employer would be obligated to make the required weekly contributions per week for all weeks of abuse;

Section 6: If an employee receives compensation for wages or vacation in any calendar month, the Employer is required to make its Health & Welfare contribution on behalf of the employee for the entire month. The Employer is obligated to pay Health & Welfare contributions after ninety (90) days of employment. Both the Employer and the Union shall have the right to shop for a different health insurance plan, and upon the mutual agreement of the Employer and the Union, a different health insurance plan may be substituted for the H&W Plan.

ARTICLE 19 Pension

Section 1: Subject to the provisions of the attached Memorandum of Understanding Regarding Central States Contributions, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sums set forth below for each eligible employee. Provided, however, that an employee must work at least a day during a work week before the Employer is required to make the following pension contribution for that week; and furthermore, "a day" shall be defined as eight (8) hours. If an employee receives compensation for eight (8) hours in any one (1) week, regardless if worked, such as holiday pay, vacation pay, etc., the Employer is required to make such contribution for the entire week. The Employer is to pay contributions after thirty (30) days of employment. The weekly per employee pension contribution amounts shall be as follows: with the start of the Agreement - \$143.60; effective 4/1/15 - \$149.30; effective 4/1/16 - \$155.30; and effective 4/1/17 - \$161.50.

Section 2: It is mutually understood and agreed that the provisions of any Plan Document or contract, rules and regulations established by the Trustees, rules of eligibility and terms of any Trust Agreement shall become a part of this Agreement as though fully rewritten herein and specific references made to all of the above, and all parties to this Agreement including beneficiaries and covered members, shall be and are hereby bound.

Section 3: The parties agree that in the event that an individual employed on a parttime basis works one thousand (1,000) hours or more in any twelve (12) month period, he will be considered a regular employee for the purposes of participation in the 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 the Contract for regular employees.

ARTICLE 20 Building
Supply Materials

The Union and the Employer agree that "building supply materials", may be hauled on Ready mix trucks; provided, however, that the carriage of such material shall not endanger the safety of a driver, and, further provided, that when such materials are either awkward or heavy, assistance shall be provided to the driver in the loading and unloading thereof.

ARTICLE 21 Savings
Clause

In the event any provision, in full or in part, of this Agreement is in conflict with any Federal or State law or regulation, then that provision, in full or in part, as the case may be, shall be declared null and void, but the remaining provisions of this Agreement shall continue in effect as herein provided.

ARTICLE 22 Duration of
Agreement

THIS AGREEMENT shall continue in full force and effect without further modification or change until 12:01 a.m. on January 31, 2018; and thereafter for additional periods of one (1) year, unless terminated at the option of either party upon written notice to the other not less than sixty (60) days prior to the expiration date in any year, beginning January 31, 2018. Notices as required by this Article shall be by certified or registered mail.

IN WITNESS WHEREOF, we the undersigned duly authorized representatives of the Employer, and Local Union No. 20, affiliated with the International Brotherhood of Teamsters hereunto affix our hands as such representatives for and in behalf of such Employer and the Union the day and year first above written, at Lorain, Ohio.

FOR THE UNION:

FOR THE COMPANY:

TEAMSTERS LOCAL UNION NO. 20,
affiliated with the International
Brotherhood of Teamsters, AFL-CIO;

WESTVIEW II

Redacted by U.S. Department
of the Treasury

FPDOCS 30061244.1

38

RECEIVED
OCT 29 2014
CONTRACT
DEPARTMENT

Memorandum of Understanding Regarding Central States Contributions

In recognition of the fact that Westview Concrete, Inc. ("Westview") and the Central States Southeast and Southwest Areas Pension Fund ("Central States") are entering into a settlement agreement covering certain individuals who are not members of the Union ("the Settlement Agreement"), Westview and the Union agree as follows:

1. In addition to the contributions Westview is required to make pursuant to its collective bargaining agreement with the Union, beginning on a date agreed to by Westview and Central States, Westview will pay contributions at an hourly contribution rate to Central States for work performed by certain drivers who transport concrete from Westview's Miller Road facility in Avon, Ohio who are not in the bargaining unit represented by the Union ("non-Local 20 drivers"). These drivers will include, but not be limited to, any drivers from Westview's Olmsted Falls facility who are represented by Teamsters Local 436 and independent contractors, but will exclude any driver transporting concrete that has been sold to any Westview competitor picking up concrete at Westview's Avon facility, provided the competitor is not under common control or does not share common ownership with Westview as set forth in the Settlement Agreement

2. The hourly contribution rates for the non-Local 20 drivers will be as follows:

Effective date of this
Agreement to 3/28/15 = \$4.37 3/29/15 to
4/2/16 = \$4.54
4/3/16 to 4/1/17 = \$4.72
4/2/17 and thereafter = \$4.91

3. Westview will pay two hours of contributions for each of the deliveries made by the non-Local 20 drivers. This amount of time may be revised in accordance with the provisions of the Settlement Agreement.

4. Westview's contributions on behalf of non-Local 20 drivers as set forth herein shall continue until January 31, 2018. After that date said contributions may continue to the extent required under Section 8(a)(5) of the National Labor Relations Act, as amended, or as may be mutually agreed to by Westview and the Union, as well as Westview and Central States.

The undersigned duly-authorized representatives of Westview and Teamsters' Local Union No. 20 hereby agree as set forth above this 12th day of September, 2014..

TEAMSTERS' LOCAL UNION NO. 20, WESTVIEW CONCRETE, INC. affiliated with the
International
Brotherhood of Teamsters, AFL-CIO

Redacted by U.S. Department
of the Treasury

RECEIVED
OCT 29 2014
CONTRACT
DEPARTMENT

MECHANICS AGREEMENT

BETWEEN

WESTVIEW CONCRETE

AND

AUTOMOBILE TRANSPORTERS, NEW TRAILER, AND ARMORED CAR DRIVERS,
AIRLINE, MECHANICS AND GARAGEMEN UNION LOCAL NO. 964

EFFECTIVE MAY 1, 2015, THROUGH APRIL 30, 2018

RECEIVED

AUG 07 2015

CONTRACT
DEPARTMENT

THIS AGREEMENT, made and entered into by and between WESTVIEW CONCRETE who accepts and approves this Agreement and AUTOMOBILE TRANSPORTERS, NEW TRAILER AND ARMORED CAR DRIVERS, AIRLINE, MECHANICS AND GARAGEMEN UNION, LOCAL NO. 964, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter designated as the "Union".)

WITNESSETH:

WHEREAS, it is the desire of the parties to this Agreement to establish a relationship of cooperation whereby the mutual interests of both may be promoted to the highest degree of efficiency, to stabilize employment, strikes, boycotts, lockouts and stoppage of work.

NOW, THEREFORE, the Employer and the Union agree as follows:

ARTICLE I
UNION RECOGNITION/MANAGEMENT RIGHTS

1. The Employer hereby recognizes the Union as the exclusive bargaining agent for all mechanics, apprentices, garage and lubrication men employed by the Employer.
2. The Employer agrees that before it changes its existing practice with respect to use of an outside contractor, if employees are laid off the Employer will notify the Union of its intention to contract out and give the Union an opportunity to discuss the subject.
3. The authority of stewards so designated by the Union shall be limited to, and shall not exceed; the following duties and activities:
 - a. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
 - b. The collection of dues when authorized by appropriate Local Union action.
 - c. The transmission of such messages and information which shall originate with, and are authorized by

Section 7.

The Company will make health and welfare contributions for up to eight (8) weeks for any employee off on Workers Compensation.

If an employee is absent because of illness or off-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 XI PENSION FUND

Section 1.

The Employer shall pay to a Pension Fund, known as "The Central States, Southeast and Southwest Areas Pension Fund", for the purpose of this Article, (for each regular employee who receives pay for work or for holidays or for vacation during a week) as follows:

Effective May 1, 2015:	\$149.30
Effective May 1, 2016:	\$155.30
Effective May 1, 2017:	\$161.50

All other contractual provisions contained in supplemental agreements relating to Health and Welfare and Pensions shall be as provided in such agreements. The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sums as set forth above for each contract year for each employee covered by this agreement who has been on the payroll thirty (30) days or more.

Section 2.

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

may also determine whether the Employer's claim was bona fide.

Section 3.

This fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement for operations under this Agreement.

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

Section 4.

Contributions to the Pension Fund must be made at the weekly rate on each regular or extra employee who qualifies under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Contributions shall be made at the weekly rate for any regular employee who has worked less than five (5) days in a week.

Section 5.

Actions for delinquent contributions may be instituted by either the Union, the Pension Fund or its Trustees. If the Employer is delinquent in the payment of contributions to the Pension Fund, it must also pay all attorney's fees and costs of collection, in addition to any other remedy provided under 29 U.S.C. S. 502 (g).

Section 6.

The Trustees or their designated representatives shall, have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding

coverage and contributions For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and any other employees who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contributions obligation.

ARTICLE XII
LIQUIDATION AND SEVERANCE

If the Employer shall totally liquidate his operations, each employee who has acquired seniority shall receive forty (40) hours severance pay at his/her hourly rate, together with his/her vacation pay and special equipment allowance, pro rated to the date of severance, and holiday pay for the holidays remaining in that calendar year.

ARTICLE XIII
EXPIRATION AND RENEWAL

1. This Agreement shall remain in full force and effect from the first (1st) day of May 2015, through and including the thirtieth (30th) day of April, 2018, and thereafter shall continue in full force and effect for successive periods of one (1) year unless notice of intention to modify or terminate this Agreement is given as hereinafter provided, except as provided in Article X, Section 6
2. Sixty (60) days prior to midnight, April 30, 2018, or any succeeding annual expiration date, the Employer or the Union may give the other party written notice of intention to modify or terminate this Agreement. In the event such notice is given, negotiations shall proceed promptly to a mutual agreement or until negotiations are terminated by either party by five (5) days written notice.
3. The Employer shall not be required prior to March 1, 2018, to negotiate with the Union concerning the termination, amendment, change, or modification of this Agreement.

ORIGINAL

AGREEMENT

BETWEEN

WESTWAY TERMINAL COMPANY, LLC.

AND

TEAMSTERS LOCAL NO. 120

**Affiliated with the
International Brotherhood of Teamsters**

**EFFECTIVE
FEBRUARY 1, 2011 – JANUARY 31, 2016**

RECEIVED

OCT 11 2011

**CONTRACT
DEPARTMENT**

**ARTICLES OF AGREEMENT
WESTWAY TERMINAL COMPANY, LLC,
[n the following territory:**

In the State of Minnesota, to include all work within, the above-mentioned destination, territory, which originates in Minnesota; and is performed by members of TEAMSTERS LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters.

In negotiation between representatives of WESTWAY TERMINAL COMPANY, LLC., (hereinafter referred to as the Employer or Company) and TEAMSTERS LOCAL UNION NO. 120, (hereinafter referred to as the Union) the following hours, wages and working conditions were established:

ARTICLE 1 - RECOGNITION

Section 1:

(a) The Employer recognizes and acknowledges that Local Union 120 is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

(b) All present employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 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 National Labor Relations Act, but not retroactively.

(c) When the Employer needs additional employees, he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

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

(e) If any provision of this Article is invalid under the law of any State wherein this Contract is executed, such provision shall be modified to comply with the requirements of State Law, or shall be re-negotiated for the purpose of adequate

Section 11. After an employee has been in the employ of the company one (1) year or more, he shall be eligible for a vacation at any time during the vacation period.

Section 12. Where an employee is entitled to four weeks vacation, he may take only three weeks of vacation and receive compensation for the fourth week. This same principal applies for an employee who is eligible for five weeks vacation. The fourth and fifth week may be compensated to the employee if he chooses.

Section 13. Employees shall have the right to take vacation if so desired any time when the employee is laid off. Employees shall have the option of taking vacation any time during the year in accordance with seniority. The Employer may designate the number of employees permitted on vacation so that it will not impair the Employer's operation.

Section 14. If an employee is eligible for three (3) or more weeks of vacation, they may carry over five (5) days of that vacation eligibility into the next calendar year. The carry over vacation must be used by March 31st of that year.

ARTICLE 22 - HEALTH AND WELFARE

Effective April 1, 1995, the Employer shall provide benefits pursuant to its medical insurance, life and accidental death and dismemberment insurance and long-term disability plans to employees covered by this collective bargaining agreement and shall no longer make contribution to the Central States, Southeast and Southwest Areas Health and Welfare Plan.

ARTICLE 23 - PENSION

Effective February 1st, 2011, The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one-hundred twenty-six and fifty cents (\$126.50) per week for each employee covered by this Agreement who has been on the payroll thirty days or more.

Effective February 1st, 2012, The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one-hundred thirty-two and eighty cents (\$132.80) per week for each employee covered by this Agreement who has been on the payroll thirty days or more.

Effective February 1st, 2013, The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one-hundred thirty-eight and ten cents (\$138.10) per week for each employee covered by this Agreement who has been on the payroll thirty days or more.

Effective February 1st, 2014, The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one-hundred forty-three and sixty cents (\$143.60) per week for each employee covered by this Agreement who has been on the payroll thirty days or more.

Effective February 1st, 2015, The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one-hundred forty-nine and thirty cents (\$149.30) per week for each employee covered by this Agreement who has been on the payroll thirty days or more.

The above contribution rate entitles the employees to coverage under Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement 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 twelve (12) months.

If an employee is granted a leave of absence, prior to the leave of absence being approved, the employee must make arrangements with the Union to pay self payments of his pension (if required). No leave of absence will be approved by either the Employer or the Union until these self payments have been made, or arrangements to make them have been substantiated.

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

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

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

AGREEMENT

between

WEXFORD SAND COMPANY

and

GENERAL TEAMSTERS LOCAL

UNION NO. 406

June 1, 2013 – May 31, 2016.

June 1, 2013 TO May 31, 2016

INTRODUCTION

THIS AGREEMENT made and entered into, by and between WEXFORD SAND COMPANY, Harrietta, 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 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; 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.(a) RECOGNITION: The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

Section 1.(b) The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

Section 2. UNION SHOP: All present employees who are members of the Local Union on the effective date of this Section shall remain members of the Local Union 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 or execution date of this Section, whichever is the later, shall become and remain members of the Local Union as a condition of employment.

Section 3. CHECK-OFF: The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

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 their terms and conditions of this agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in the Agreement.

ARTICLE 15

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during the 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.

The Union may post on the premises of the employer, all proper notices of Union meetings and other Union activities.

The Union shall not interfere with the Employer's employees during working hours, except that the Business Representatives of the Union may, after making arrangements with the superintendent, consult with the employees on the job, when necessary, provided that such consultation shall not disrupt the Employer's operations.

ARTICLE 16

POSTING - BULLETIN BOARDS

Section 1. POSTING OF AGREEMENT: A copy of this Agreement shall be posted in a conspicuous place at the Employer's place of business.

Section 2. UNION BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin board.

ARTICLE 17

HEALTH AND WELFARE AND PENSION

Section 1. Effective June 1, 2013, the company shall pay into the Michigan Conference of Teamsters Welfare Fund the following contributions for Package Plan 102:

\$358.65 per week

Company contributions for Package Plan 102 shall be effective until June 30, 2013:

To offset the cost of the insurance program, all employees covered by the Agreement will have a weekly co-pay deducted from their wages effective June 1, 2013:

Co-pay effective 6/1/2013 - \$47.90/week shall be effective until June 30, 2013.

Effective June 30, 2013, all employees hired prior to 01/01/1999 shall be covered under Package Plan 112. The company shall pay into the Michigan Conference of Teamsters Welfare Fund the following contributions for Package Plan 112:

Effective 6/30/2013	\$354.40 per week
Effective 3/30/2014	\$380.50 per week
Effective 3/29/2015	\$401.10 per week
Effective 4/3/2016	\$418.25 per week

To offset the cost of the insurance program, all employees covered by the Agreement will have a weekly co-pay deducted from their wages effective June 30, 2013:

Co-pay effective 6/30/2013 - \$47.90/week shall be effective for the life of this agreement:

Effective June 30, 2013, all employees hired after 01/01/1999 shall be covered under Package Plan 734. The company shall pay into the Michigan Conference of Teamsters Welfare Fund the following contributions for Package Plan 734:

Effective 6/30/2013	\$308.40 per week
Effective 3/30/2014	\$330.50 per week
Effective 3/29/2015	\$347.10 per week
Effective 4/3/2016	\$360.25 per week

To offset the cost of the insurance program, all employees covered by the Agreement will have a weekly co-pay deducted from their wages effective June 30, 2013.

Co-pay effective 6/30/2013 - \$39.00/week shall be effective for the life of this agreement.

Section 2. The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement who has been on the payroll for at least thirty (30) days, unless otherwise specified in Schedule "A" attached, a contribution to provide Pension Fund Participation in the amount of:

\$201.20 per week effective:	June 1, 2013
\$209.20 per week effective:	June 1, 2014
\$217.60 per week effective:	June 1, 2015

Section 3. All payments into the Welfare and Pension Funds must be made within fifteen (15) days from the end of the calendar month for which the Employer is remitting to the American National Bank, Account 7000, which bank has been made depository for the Central States S.E. and S.W. Areas Health & Welfare and Pension Funds. Effective July 28, 2002, all Health and Welfare Funds must be made within fifteen (15) days from the end of the calendar months for which the Employer is remitting to the following address;

JP Morgan Chase NA.
Department 77158
Michigan Conference of Teamsters Welfare Fund
P.O. Box 77000
Detroit, MI 48277-0158.

Checks should be made payable to: Michigan Conference of Teamsters Welfare Fund.

Section 4. Contributions to the Welfare and Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Agreement, including paid vacations and 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 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 the Article.

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 to the Welfare and Pension Fund for a period of six (6) weeks.

Section 6. If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee return to work; such contributions shall not be made for a period of more than nine (9) months.

Section 7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Welfare and Pension Funds during the period of absence.

Section 8. 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 computation of the owner-driver compensation.

Section 9. 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 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 give seventy-two (72) hours notice to the Employer of such delinquencies in Welfare and Pension Funds payments, the Union shall

have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom and it is further agreed that in the event that legal action is instituted, the Employer shall be responsible all attorney fees and cost of such legal action.

Section 10. It is agreed that the Welfare and Pension Funds will be administered jointly by Employers and the Union in compliance with all applicable laws and regulations, both State and Federal.

Section 11. By execution of this Agreement, the Employer authorizes the Employer's Associations who are signatories to similar collective Bargaining Agreements signed with Teamster Unions to enter into appropriate trust agreements necessary for the administration of such Funds and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 12. When an employee is absent from work due to layoff, the Company shall make the Health and Welfare payment for the balance of the month, plus the next regular monthly payment for such employee, not to exceed eight (8) pay periods per calendar year.

ARTICLE 18

PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee reports for work until the time he is effectively released from duty.

ARTICLE 19

PAY PERIOD

Section 1. PAY DAY: All regular employees covered by this Agreement shall be paid in full each week. All other employees shall be paid at the end of their working period. Not more than seven 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 gross earnings and an itemized statement of all deductions made for any purpose.

COLLECTIVE BARGAINING AGREEMENT

By and Between

WHITACRE ENGINEERING COMPANY

-And-

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

April 1, 2014 – March 31, 2017

RECEIVED

MAY 14 2014

**CONTRACT
DEPARTMENT**

THIS AGREEMENT, made and concluded at Canton, Ohio by and between WHITACRE ENGINEERING COMPANY, party of the first part, and hereinafter to be known as the "Employer", and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, of the International Brotherhood of Teamsters, party of the second part, hereinafter designated 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 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 Union jurisdiction shall be understood to extend to Highway Truck Drivers only.

Section 3 – Transfer of Company Title or Interest

This Agreement shall be binding upon the parties hereto, their successors, and assigns. In the event the 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. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc, of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferee, or lessee executes a contract of transaction as herein described. In the event the Employer fails to give the notice herein required and fails to require the purchaser, the transferee, or the lessee to assume the obligations of this contract, the Employer shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to give notice or such failure to require assumption of the terms of this contract.

ARTICLE 30 – Pension

Effective April 1, 2014, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, \$143.60 (one hundred forty three dollars and sixty cents) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more. Effective April 1, 2015, the rate will be increased to \$149.30 (one hundred forty nine dollars and thirty cents) per week for each employee. Effective April 1, 2016, the rate will be increased to \$155.30 (one hundred fifty five dollars and thirty cents) per week for each employee.

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time, under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other 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 31 – Substance Abuse Prevention Policy

Substance Abuse Prevention Policy, identified as Appendix A, (consisting of fourteen pages), is incorporated in this Contract as if written herein.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is hereby entered into between, JAMES WHITE CONSTRUCTION COMPANY, hereinafter referred to as the "CONTRACTOR" and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "UNION."

This MEMORANDUM OF UNDERSTANDING is to be attached to and made part of the 2007-2010 Ohio Highway - Heavy State Agreement. However, where the terms of the 2007-2010 Ohio Highway - Heavy State Agreement differ from the terms of this MEMORANDUM OF UNDERSTANDING, this MEMORANDUM OF UNDERSTANDING shall control.

The CONTRACTOR hereby agrees to be bound by and follow the provisions of the 2007-2010 Ohio Highway - Heavy State Agreement including those provisions pertaining to the wage rates to be paid to its employees covered by said Agreement, whether contained in the body of the 2007-2010 Ohio Highway - Heavy State Agreement on exhibits attached thereto and included therein, and the CONTRACTOR further agrees to be bound by all those provisions pertaining to the contributions to Trust Funds and agrees to be bound by any Trust Agreement hereinafter entered into by the parties to the 2007-2010 Ohio Highway - Heavy State Agreement and agrees to make contributions to those Trust Funds as required.

In witness whereof, the CONTRACTOR and the UNION have executed this MEMORANDUM OF UNDERSTANDING the 1st day of June, 2009.

Redacted by U.S. Department
of the Treasury

JAMES WHITE CONSTRUCTION COMPANY

Redacted by U.S. Department
of the Treasury

Date: _____

Date: 10/19/09

COPY

AGREEMENT

BETWEEN

WHITE DOVE MATTRESS, LTD.

AND

TEAMSTERS LOCAL UNION NO. 293

(JUNE 2, 2015 THROUGH JUNE 1, 2018)

RECEIVED

JUN 29 2015

CONTRACT
DEPARTMENT

WHITE DOVE MATTRESS, LTD. LABOR AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of June, 2015, by and between **WHITE DOVE MATTRESS, LTD.**, hereinafter called the "**EMPLOYER**" and **TEAMSTERS LOCAL UNION NO. 293**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter called the "**LOCAL**" or the "**UNION**".

WITNESSETH:

ARTICLE 1. 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 as of 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 with 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 women and may call the Union when workers are required. A non-member may be hired provided application for membership in the Union is 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 ninety (90) day trial basis, during which period he or she may be discharged without further recourse. The Company shall have the right to toll the probationary period of any employee who is unable to work because of industrial injury, personal illness, or any reason that the Company in its sole discretion deems appropriate for the period the employee is unable to work, provided the Company notifies the Union during the ninety (90) calendar day probationary period. After an employee has completed at least thirty-five (35) work days during a calendar quarter (excluding the fourth (4th) quarter of each year), he or she shall be placed on the regular seniority list, with his seniority dating back to his date of hire. When the Union requests, the Employer shall state the reason for his discharge.

ARTICLE XIX. PENSION FUND

1. Effective June 2, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of \$121.10 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 hours in that work week. Effective June 2, 2016, the Employer shall contribute \$125.90 per week, and as of June 2, 2017 \$130.90 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 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.

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 Employers' Associations which are parties 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, but not to exceed six (6) months.

ARTICLE XX. PENALTIES FOR FAILURE TO REMIT PAYMENT TO PENSION FUND.

If the Employer is more than sixty (60) days delinquent in payments to the Fund (Pension Fund) 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 the Employer until satisfactory arrangements for resumption of payments into the funds involved, acceptable to the Union and the funds' management have been made. Any court costs involved to recover delinquent payments from the Employer shall be borne solely by the Employer.

ARTICLE XXI. SEVERABILITY AND SAVINGS CLAUSE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

EDWARD J. WHITE, INC.

and

TEAMSTERS LOCAL UNION NO. 364



RECEIVED
JAN. 03 2014
CONTRACT
DEPARTMENT

Covering the period from 11-01-2013 through 10-31-2016

**ARTICLES OF AGREEMENT
EDWARD J. WHITE, INC.
11-01-2013 through 10-31-2016**

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

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

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

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

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

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

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

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

shall be performed on Labor Day, except in an emergency where life or property is in danger.

3. CALL-IN PAY

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

4. HEALTH AND WELFARE

The Employer shall provide health and welfare coverage to the Central States Health and Welfare Program. A copy of such coverage will be mailed to all contractors.

(a) Effective November 3, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of Two Hundred Twenty-One Dollars and Seventy Cents (\$221.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective November 2, 2014, the Employer shall contribute to the Fund the sum not to exceed Two Hundred Forty-Eight Dollars and Thirty Cents (\$248.30) per week for each employee. Effective November 1, 2015, the Employer shall contribute to the Fund the sum not to exceed Two Hundred Seventy-Eight Dollars and Ten Cents (\$278.10) per week for each employee. Any amount less than \$248.30 and/or \$278.10 per week will be added to the employee's hourly rate of pay. (Plan B)

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

5. HOLIDAYS

The following shall be considered as legal holidays:

New Year's Day
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

6. PENSION

(a) Effective November 1, 2013, the Employer shall contribute to the Central States,

Southeast and Southwest Areas Pension Fund the sum of Two Hundred Sixty Dollars and Eighty Cents (\$200.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective November 1, 2014, the Employer shall contribute to the Fund the sum of Two Hundred Eight Dollars and Eighty Cents (\$208.80) per week for each employee. Effective November 1, 2015, the Employer shall contribute to the Fund the sum of Two Hundred Seventeen Dollars and Twenty Cents (\$217.20) per week for each employee.

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

7. VACATIONS

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

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

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

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

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

8. EQUAL EMPLOYMENT OPPORTUNITY RIGHTS

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

9. INDUSTRY FUND

(a) Effective June 1, 1970, an Industry Fund shall be established and the documents pertaining thereto shall be added to this agreement by addendum when prepared. This Fund

AGREEMENT

BETWEEN

WHITE CONSTRUCTION, INC.

AND

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

FOR

THE TERRE HAUTE AREA JURISDICTION ONLY

April 1, 2015 THROUGH MARCH 31, 2018

1

RECEIVED

JUN 03 2015

CONTRACT
DEPARTMENT

PREAMBLE

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

ARTICLE 1 RECOGNITION

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

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

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

1.4 This Agreement covers all building construction and heavy highway work within the Terre Haute Area jurisdiction of Teamsters Local Union No. 135 including:

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

b. Notwithstanding anything else contained in this contract, the Employer and the Union agree that historically, and as a matter of clear and consistent practice, the work of operating trucks loaded with materials, from any source, where such trucks either dump into or connect with a spreader box to get materials on a road bed has always been covered by this contract.

2.5 When the Company needs additional men, 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 to by the Local Union.

ARTICLE 23 PRE-JOB CONFERENCE

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

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

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

ARTICLE 24 PENSION

24.1 Effective April 1, 2015 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Thirty Two Dollars and Ninety cents (\$32.90) per day for each employee covered by this Agreement who reports to work.

24.2 Effective April 1, 2016 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Thirty Four Dollars and Ninety cents (\$34.90) per day for each employee covered by this Agreement who reports to work.

24.3 Effective April 1, 2017 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Thirty Six Dollars and Thirty cents (\$36.30) per day for each employee covered by this Agreement who reports to work.

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

24.5 If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time the employee would have normally worked had he not been injured; however, such contributions shall not be paid for a period of more than 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 of Owner-Driver compensation.

24.6 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Pension Fund, in accordance with the Rules and Regulations of the Trustees of such Funds, the Local Union or the Indiana Conference of Teamsters and/or Central Conference of Teamsters, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.

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

ARTICLE 25 COVERING CONDITIONS AND COMPENSATION FOR OWNER - DRIVER EQUIPMENT

25.1 Owner-operator or Fleet-owned equipment shall not be used to decrease the complement of the Employer's employees on the seniority list nor shall the Employer contract or hire for the use of such equipment where they replace the Employer's regular seniority employees when the necessary equipment is available by the Employer or may be leased by the Employer.

25.2 The Owner-Driver shall provide and shall have sole responsibility for gasoline, oil, grease, tires, tubes, repairs, insurance and any other items necessary to operate his equipment. He shall have complete freedom to purchase any such items at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

AGREEMENT

between

**THE WHITE FAMILY COMPANIES, LLC
D/B/A JIM WHITE HONDA**

and

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

**EFFECTIVE DATE: December 1, 2013
EXPIRATION DATE: November 30, 2016**

RECEIVED

FEB 17 2014

**CONTRACT
DEPARTMENT**

EFFECTIVE DATE:
December 1, 2013

EXPIRATION DATE:
November 30, 2016

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of December, 2013, in the City of Maumee, County of Lucas, State of Ohio, by and between THE WHITE FAMILY COMPANIES, LLC D/B/A JIM WHITE HONDA, hereinafter called the "Employer," and TEAMSTERS LOCAL NO. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Toledo, Ohio, hereinafter called the "Union."

WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining, and for the purpose of securing closer cooperation among and between the Employer and the employees, and in consideration of the promises, obligations and undertakings of each party, as herein contained, agree as follows:

ARTICLE I

RECOGNITION

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

Section 2. The term "employee" as used in this Agreement shall include all employees working in the classifications listed in Appendix A attached hereto, and the provisions of this Agreement shall apply only to employees who are represented by the Union as of the effective date of this Agreement.

ARTICLE II

UNION SHOP

Section 1. Union Shop. (a) The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

(b) All present employees 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

contributions shall not be paid for a period of more than three (3) months. Employees returning from an approved absence for illness or off-the-job injury of up to three (3) months shall reimburse the Employer for the employee's share of the above insurance contributions paid by the Employer on their behalf. Such reimbursement shall be made ratably over double the number of pay periods that the employee was absent.

If an employee is laid off, the employer shall continue contributions for a period of two (2) weeks. The employee must make arrangements with the Employer for the payment of the required contribution reimbursement before the Employer must continue such contributions.

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

Section 5: The Employer reserves the right to change provider for Health and Welfare benefits with the understanding that any alternative provider will make available substantially equivalent benefits.

ARTICLE XVII

PENSION

Section 1. Effective December 10, 2013, the Employer shall contribute the sum of \$97.48 per week 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-one (31) days or more. Effective December 10, 2014, said contribution shall be \$99.88 per week, and effective December 10, 2015, said contribution shall be 102.34 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.

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

Section 4. Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Section 5. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than three (3) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 6. Notwithstanding anything herein contained, in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Pension payments, the Union shall have the right to take such action as they may deem necessary until such delinquent payments are made, and in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom.

Employers who are delinquent also must pay all attorney fees and costs of collection.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. The Employer and the Union agree that there shall be no unlawful discrimination against any employee covered by this Agreement.

Section 2. The Employer shall not enter into any agreement, either verbal or written, that conflicts with this Agreement.

Section 3. No employee of an Employer shall be discharged, except: for dishonesty, drunkenness, under the influence of illegal drugs or unauthorized use of his Employer's property or equipment for personal use without first having the written permission of the Service Manager or General Manager, without first being given a hearing by the Employer with at least one Union Officer present.

The title "Service Manager" shall be designated and posted in writing in the Service Department by the Owner or General Manager.

Section 4. Where uniform or articles of dress are required by the Employer, they shall be provided at no cost to the employee. However, shorts and sport shirts (for Service Writers only) worn in the summer shall be provided by the employee and must be approved by the Employer as in conformity with its uniform policy.

MEMORANDUM OF UNDERSTANDING

Re: Central States Pension Fund

This Memorandum of Agreement is made and entered into as of the 1st day of December, 2013, by and between The White Family Companies, LLC d/b/a Jim White Honda ("Employer") and Teamsters Local No. 20 ("Union").

The parties hereto, in addition to those promises, obligations and undertakings contained in their collective bargaining agreement effective December 1, 2013 through November 30, 2016, agree as follows:

In the course of our recent negotiations, there was discussion concerning the possibility of enrolling newly hired employees in a Central States, Southeast and Southwest Areas Pension Fund with a lower employer contribution rate than the current plan option in which Jim White Honda is participating. Yet, Central States Pension Fund representatives indicated that such an option was not available. In the event such option becomes available at any point, the Company and Teamsters Local Union No. 20 mutually agree that such option shall be selected, and newly hired employees will be enrolled in a lower-rated plan.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands, by their duly authorized representatives, as of this 1st day of December, 2013:

THE WHITE FAMILY COMPANIES, LLC

Redacted by U.S. Department
of the Treasury

TEAMSTERS LOCAL NO. 20, affiliated with the

Redacted by U.S. Department
of the Treasury

MEMORANDUM OF AGREEMENT

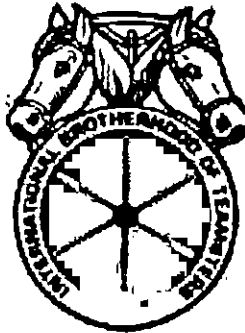
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS



and

**Teamsters Union Local 795 (Transit),
Wichita, Kansas**



This Memorandum of Agreement is entered into by and between the City of Wichita, hereinafter referred to as the "City", and Teamsters Union Local #795 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

Date Effective: December 21, 2013

Date Ending: December 23, 2016

RECEIVED

MAR 19 2014

**CONTRACT
DEPARTMENT**

PREAMBLE

In consideration of the mutual covenants herein contained involving the mutual interest of the parties hereto, and in an effort to stabilize employment and secure closer cooperation between the City and the employees, the parties hereto contract and agree as follows:

ARTICLE 1 - RECOGNITION

SECTION 1. The City recognizes the right of its employees to bargain collectively through representatives of their own choice and recognizes the Union as the exclusive bargaining representative, insofar as permitted by law, for all operating and maintenance employees of the city included within the classifications of employees as set forth in the wage sections of this Agreement.

SECTION 2. When the term "employee" is used herein, it shall mean an employee coming within the scope of this Agreement.

SECTION 3. If, during the term of this Agreement, state and federal law permits a Union Shop, the following shall apply to the extent permissible:

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment.

SECTION 4. Checkoff. The City agrees to deduct from the pay of all members of the Union, covered by the Agreement, dues, initiation fee, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Union all such deductions. Where laws require written authorization by the Union members, the same is to be furnished in the form required. No deductions shall be made which are prohibited by applicable law.

SECTION 5. The City will recognize authorization for deductions from wages, if in compliance with state law, to be remitted to the local Union or to such other organization as the local Union may request.

SECTION 6. The City will make every effort to allocate a portion of time to the Union Stewards during the orientation/training period of new hires to encourage new employees to join the Union.

ARTICLE 2 - NEGOTIATIONS

It is mutually agreed that to the extent this Agreement is not in conflict with any present or subsequent federal or state law or regulation, the parties agree hereto that all business comprehended by this Agreement shall be transacted between the properly accredited officer

ready for duty as a maintenance employee in regular service of the City, provided the probationary period has been completed.

ARTICLE 27 - PENSIONS

SECTION 1. The City shall make contributions to a pension fund for purposes of retirement for each employee coming within the scope of this Agreement.

SECTION 2. The pension trust for such pension shall be the Central States, Southeast and Southwest Areas - Pension Fund. There shall be no other pension fund under the Agreement for operations under this Agreement under the Central States, Southeast and Southwest Areas - Pension Fund Agreements to which employees who are party to this Agreement are also parties.

SECTION 3. Contributions to the Pension Fund shall be made for each week on such regular or extra employees including weeks where work is performed for the City, but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

SECTION 4. Through the duration of this Agreement, the City shall contribute to the pension fund \$102.79 per week per full time employee effective December 21, 2013; \$108.96 per week per full time employee effective December 21, 2014; \$115.50 per week per full time employee effective December 21, 2015; \$120.12 per week per full time employee effective December 21, 2016.

SECTION 5. By the execution of this Agreement, the City authorizes the City's Associations which are parties to said Pension Fund to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the City 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 6. If an employee is absent because of illness or off-the-job injury and notifies the City of such absence, the City will continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on the job, the City shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

SECTION 7. If an employee is granted a leave of absence, the employee must arrange for and continue self-payment of required contributions from the first day of and through the period of absence.

SECTION 8. Action for delinquent contributions may be instituted by the local Union, the areas conference, or the trustees

SECTION 9. At the option of the employee, the City will contribute \$10 per pay period per full-time employee to a City-sponsored deferred compensation account, provided each

participating employee also contributes \$10 per pay period. Any City contributions to a deferred compensation account will be suspended for any week in which the employee is on leave without pay.

ARTICLE 28-- INSURANCE

SECTION 1. The City will provide to employees covered under this agreement the same health insurance program available to all full-time City Employees. For those participating in the City plan, the City will pay 80% of the health insurance premium of the lowest cost plan offered by the City. The employee will pay 20% of health insurance costs of the lowest cost health insurance plan offered by the City and additional costs of any other health plan the employee selects. Participation in the health insurance program is optional with each employee.

SECTION 2. Life Insurance. The City agrees to provide group life insurance in the amount of two times the employee's base annual salary, rounded up to the next higher thousand (up to a maximum of \$150,000). The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.

ARTICLE 29-- VACATIONS

SECTION 1. Employees shall earn, on a bi-weekly basis, according to the schedule below. New employees may not take vacation until the beginning of the pay period following their first six (6) months; however, those new employees who separate from the City prior to this time period forfeit all vacation.

Years of Service	Days of Vacation
Less than 5 years	10
5 - 9 years	15
10 - 15 years	17
16 - 20 years	20
21 or more years	25

SECTION 2. All vacation time allowance shall be based upon each member's seniority date with the present City herein and all predecessor companies.

SECTION 3. Employees will be permitted to carry forward earned vacation up to a maximum of two hundred forty (240) hours.

SECTION 4. Any employee who has quit or is laid off shall be entitled to the vacation pay earned provided he/she has worked his/her full year. No employee shall be entitled to vacation pay in lieu of taking vacation.

AGREEMENT

Weigman Associates

HEATING AND SHEET METAL

PLAN 1

MARCH 20, 2013 THRU MARCH 19, 2016

INDEX OF ARTICLES.

		PAGE (S)
ARTICLE I	RECOGNITION	2 & 3
ARTICLE II	REPRESENTATION	3
ARTICLE III	HOURS OF WORK	3 & 4
ARTICLE IV	WAGES	4 & 6
ARTICLE V	VACATIONS	6 & 7
ARTICLE VI	SENIORITY	7 & 8
ARTICLE VII	HEALTH AND WELFARE PLAN I	8 & 9
ARTICLE VIII	PENSION	9 & 10
ARTICLE IX	GRIEVANCE PROCEDURE	10 & 11
ARTICLE X	JURY DUTY	11
ARTICLE XI	MISCELLANEOUS PROVISIONS	11 & 12
ARTICLE XII	WORK ASSIGNMENTS	12
ARTICLE XIII	SICK LEAVE	13
ARTICLE XIV	PICKETING CLAUSE	13
ARTICLE XV	SEPARABILITY AND SAVINGS CLAUSE	13 & 14
ARTICLE XVI	UNAUTHORIZED ACTIVITY CLAUSE	14
ARTICLE XVII	JOB LABOR STANDARDS AND JOB SECURITY	14 & 15
ARTICLE XVIII	REOPENING CLAUSE	15
ARTICLE XIX	DRIVE AUTHORIZATION & DEDUCTION	15
ARTICLE XX	MANAGEMENT RIGHTS	15 & 16
ARTICLE XXI	DURATION OF AGREEMENT	16

TEAMSTERS LOCAL UNION NO. 682
5730 ELIZABETH AVE.
ST. LOUIS, MO. 63110
314-647-8350

RECEIVED

MAR 14 2014

CONTRACT
DEPARTMENT

AGREEMENT
HEATING AND SHEET METAL

PLAN 1

MARCH 20, 2013 THRU MARCH 19, 2016

THIS AGREEMENT, DATED THE 20TH DAY OF MARCH, 2013, BY AND BETWEEN Weigman Associates, LOCATED IN ST. LOUIS, MISSOURI, HEREINAFTER CALLED THE "COMPANY", PARTY OF THE FIRST PART, AND LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, OR ITS SUCCESSORS, PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "UNION", FOR THE PURPOSE OF ESTABLISHING RATES OF PAY WAGES, HOURS OF WORK, AND CONDITIONS OF EMPLOYMENT TO BE OBSERVED BETWEEN THE PARTIES HERETO:

ARTICLE I - RECOGNITION

SECTION 1. THE COMPANY AGREES TO RECOGNIZE, AND DOES HEREBY RECOGNIZE, THE UNION, ITS AGENTS REPRESENTATIVES, OR SUCCESSORS, AS THE EXCLUSIVE BARGAINING AGENCY FOR ALL OF THE EMPLOYEES OF THE COMPANY AS HEREIN DEFINED.

SECTION 2. THE TERM "EMPLOYEE" AS USED IN THIS AGREEMENT SHALL MEAN ALL CHAUFFEURS AND CHAUFFEURS' HELPERS.

SECTION 3. THE COMPANY WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 4. THE COMPANY AGREES THAT IT WILL NOT SPONSOR OR PROMOTE, FINANCIALLY OR OTHERWISE, ANY GROUP OR LABOR ORGANIZATION, FOR THE PURPOSE OF UNDERMINING THE UNION; NOR WILL IT INTERFERE WITH, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST ANY OF ITS EMPLOYEES IN CONNECTION WITH THEIR MEMBERSHIP IN THE UNION.

SECTION 5. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT, ALL PERSONS WHO ARE HEREAFTER EMPLOYED BY THE COMPANY IN THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT SHALL BECOME MEMBERS OF THE UNION NOT LATER THAN THE THIRTIETH DAY FOLLOWING THE BEGINNING OF THEIR EMPLOYMENT; THAT THE CONTINUED EMPLOYMENT BY THE COMPANY IN SAID UNIT OF PERSONS WHO ARE ALREADY MEMBERS IN GOOD STANDING OF THE UNION SHALL BE CONDITIONED UPON THOSE PERSONS CONTINUING THEIR PAYMENT OF THE PERIODIC DUES OF THE UNION; AND THAT THE CONTINUED EMPLOYMENT OF PERSONS WHO WERE IN THE EMPLOYMENT OF THE EMPLOYER PRIOR TO THE DATE OF THIS AGREEMENT AND WHO ARE NOT NOW MEMBERS OF THE UNION, SHALL BE CONDITIONED UPON THOSE PERSONS BECOMING MEMBERS OF THE UNION NOT LATER THAN THE THIRTIETH DAY FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT. THE FAILURE OF ANY PERSONS TO BECOME A MEMBER OF THE UNION AT SUCH TIME SHALL OBLIGATE

IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL PAY THE REQUIRED CONTRIBUTIONS AFTER THE PLAN COVERAGE RUNS OUT, FOR A PERIOD OF UP TO SIX (6) MONTHS.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED IT IS AGREED THAT IN THE EVENT ANY EMPLOYER IS DELINQUENT AT THE END OF A PERIOD ON THE PAYMENT OF HIS CONTRIBUTION TO THE HEALTH AND WELFARE FUND CREATED UNDER THIS CONTRACT, IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TRUSTEES OF SUCH FUNDS, THE EMPLOYEES OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE LOCAL UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE TO THE EMPLOYER OF SUCH DELINQUENCY IN HEALTH AND WELFARE PAYMENTS, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS THEY DEEM NECESSARY UNTIL SUCH DELINQUENT PAYMENTS ARE MADE, AND IT IS FURTHER AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE EMPLOYER SHALL BE RESPONSIBLE TO THE EMPLOYEES FOR LOSSES RESULTING THERE FROM.

ARTICLE VIII - PENSION

EFFECTIVE MARCH 20, 2013 THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWO HUNDRED SIXTY EIGHT DOLLARS AND EIGHTY CENTS (\$268.80) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. THIS CONTRIBUTION SHALL BE MADE FOR ANY PAYROLL WEEK DURING WHICH THE EMPLOYEES RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES, HOLIDAY PAY OR VACATION PAY. ALL YEARLY INCREASES WILL BE DEDUCTED FROM THE EMPLOYEES WAGE RATE INCREASE TO COVER THESE COSTS.

CONTRIBUTION SCHEDULE INCREASES FOR:

2013 - TWO HUNDRED SIXTY EIGHT DOLLARS AND EIGHTY CENTS (\$268.80)
2014 - TWO HUNDRED SEVENTY NINE DOLLARS AND SIXTY CENTS (\$279.60)
2015 - TWO HUNDRED NINETY DOLLARS AND EIGHTY CENTS (\$290.80)

IF THE CENTRAL STATES PENSION FUND ADOPTS AN HOURLY CONTRIBUTION RATE DURING THE TERM OF THIS CONTRACT, THE ASSOCIATION/UNION HAS THE OPTION OF CHANGING TO AN HOURLY CONTRIBUTION RATE OR REMAINING WITH A WEEKLY CONTRIBUTION RATE.

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

IF AN EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND IS NOT ABLE TO WORK, THE EMPLOYER IS NOT OBLIGATED TO MAKE CONTRIBUTIONS ON BEHALF OF THE EMPLOYEE.

IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK;

HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS.

IF AN EMPLOYEE ELECTS TO TAKE A LEAVE-OF-ABSENCE, AND IF SO GRANTED BY THE EMPLOYER, IT IS UP TO THE EMPLOYEE TO TAKE THE INITIATIVE AND PROVIDE SUFFICIENT MONIES FOR THE EMPLOYER TO PAY THE ELECTED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

NOTWITHSTANDING ANYTHING HERZIN CONTAINED IT IS AGREED THAT IN THE EVENT ANY EMPLOYER IS DELINQUENT AT THE END OF A PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE PENSION FUND CREATED UNDER THIS CONTRACT, IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TRUSTEES OF SUCH FUNDS, THE EMPLOYERS OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE LOCAL UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS' NOTICE TO THE EMPLOYER OF SUCH DELINQUENCY IN PENSION PAYMENTS, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS THEY DEEM NECESSARY UNTIL SUCH DELINQUENT PAYMENTS ARE MADE, AND IT IS FURTHER AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE EMPLOYER SHALL BE RESPONSIBLE TO THE EMPLOYEES FOR LOSSES RESULTING THEREFROM.

ARTICLE IX - GRIEVANCE PROCEDURE

SHOULD DIFFERENCES ARISE BETWEEN THE COMPANY AND THE UNION OR ANY EMPLOYEE OF THE COMPANY AS TO THE MEANING OR APPLICATION OF THE PROVISIONS OF THIS AGREEMENT, SUCH DIFFERENCES SHALL BE SETTLED IN THE FOLLOWING MANNER:

SECTION 1. THE AGGRIEVED EMPLOYEE OR EMPLOYEES SHALL FIRST TAKE THE MATTER UP WITH THE SHOP STEWARD WHO IN TURN WILL TAKE THE GRIEVANCE UP WITH THE FOREMAN IN CHARGE. EMPLOYEES SHALL HAVE THE SHOP STEWARD PRESENT ON ANY GRIEVANCE. IF A SATISFACTORY SETTLEMENT IS NOT EFFECTED WITH THE FOREMAN WITHIN ONE (1) WORKING DAY, THE EMPLOYEE SHALL SUBMIT SUCH GRIEVANCE TO THE UNION IN WRITING, WITHIN TEN (10) WORKING DAYS OF ITS OCCURRENCE OR KNOWLEDGE THEREOF.

SECTION 2. IF NO SATISFACTORY ADJUSTMENT IS AGREED UPON THE MATTER SHALL BE REFERRED BY THE UNION TO THE GENERAL MANAGER OF THE COMPANY OR SOME OTHER EXECUTIVE OFFICER OF THE COMPANY WITH AUTHORITY TO ACT, WHO SHALL REVIEW THE ALLEGED GRIEVANCE AND OFFER A DECISION WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF SAME.

SECTION 3. IF THE GRIEVANCE HAS NOT BEEN SETTLED AS A RESULT OF THE FOREGOING, THE UNION OR THE COMPANY MAY SUBMIT IT TO ARBITRATION BY NOTIFYING THE OTHER IN WRITING WITHIN TEN (10) DAYS AFTER THE COMPANY'S DECISION IN SECTION 2 ABOVE. THE COMPANY AND THE UNION AGREE TO ACCEPT THE DECISION OF THE MAJORITY OF AN ARBITRATION BOARD CONSISTING OF ONE (1) MEMBER SELECTED BY THE COMPANY AND ONE (1) MEMBER SELECTED BY THE UNION AND THE THIRD SELECTED BY THE TWO ARBITRATORS NOMINATED AS ABOVE. IT SHALL BE INCUMBENT UPON BOTH

**Addendum to the Highway, Heavy, Railroad and
Underground Utility Contracting Agreement between
Teamsters Joint Council No. 69, April 1, 2014 to March 31, 2017
As it pertains to Wildcat Trucking, Inc., Inc. and Teamsters Local Union No. 135**

This addendum is entered into this 1st day of April, 2014 by and between Wildcat Trucking, Inc. and Teamsters Local Union No. 135. This Addendum is incorporated into and made a part of the Highway, Heavy, Railroad and Underground Utility Contracting Agreement between Highway, Heavy, & Utility Division - ICA, Inc. and Teamsters Joint Council No. 69, April 1, 2014 to March 31, 2017, as it pertains to Wildcat Trucking, Inc. and Teamsters Local Union No. 135.

1. Pension contributions are to be paid by the day, with the rate being specified in the participation agreement. "Day" shall mean Monday through Sunday with a total of 7 days in a period. Contributions shall be remitted to the Central States Southeast and Southwest Areas Pension Fund. All other provisions regarding pension shall remain the same as in the original Heavy, Highway Agreement.

Teamsters Local Union No. 135

Redacted by U.S. Department
of the Treasury

Date: _____

Agent: _____

Wildcat Trucking, Inc.

Redacted by U.S. Department
of the Treasury

Date: April 1st 2014

RECEIVED

AUG 14 2014

CONTRACT
DEPARTMENT

UNIFORM BUILDING CONSTRUCTION AGREEMENT

BETWEEN

F.A. WILHELM CONSTRUCTION CO., INC.

AND

**COAL, ICE, BUILDING MATERIALS, SUPPLY DRIVERS,
RIGGERS, HEAVY HAULERS, WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 716, an affiliate of the International Brotherhood
of Teamsters.**

JUNE 1, 2014 THROUGH MAY 31, 2016

RECEIVED

JUL 15 2014

**CONTRACT
DEPARTMENT**

UNIFORM BUILDING CONSTRUCTION AGREEMENT

This Agreement is by and between the F. A. Wilhelm Construction Co., Inc., 3914 Prospect St., Indianapolis, IN 46203, 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 seventh (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 seventh (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 Employer fails to discharge such an employee for failure to become a member or remain

extra employee completes the first thirty (30) days of employment for any contributing Employer) even though such regular, part-time or extra employee may work only part-time. Should any employee, duly qualified by having worked for a contributing Employer for thirty (30) days, perform work for more than one Employer during any one (1) week, such contribution in effect shall be paid by the Employer first employing said employee during such week.

Section 5. It is mutually agreed that the Employer, upon the receipt of a written request from the employee prior to separation or layoff shall deduct the contributions to the Indiana Teamsters Health Benefits Fund for the subsequent four (4) weeks from the employee's final check. Such sums so withheld to be remitted to the Indiana Teamsters Health Benefits Fund.

Section 6. Notwithstanding anything herein contained, it is agreed that in the event any Employer is knowingly delinquent at the end of a period in the payment of his contributions to the Health Benefits Fund or funds created under this Agreement, in accordance with the rules and regulations of the trustees of such funds and refuses to remit when notified, the employees or their representatives shall have the right to take such actions as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE XXV

PENSION

Section 1. Effective June 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred Four Dollars and Seventy Cents (\$204.70) per week for each employee covered by this Agreement.

Effective June 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred Seventeen Dollars (\$217.00) per week for each employee covered by this Agreement.

Section 2. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement 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 has worked one (1) day in any week for any reason:

If any employee on the seniority list is worked a day in any workweek, either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that workweek.

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

ARTICLE XXVI

WORKING RULES

Section 1. Both parties agree that any working rules now in existence in conflict with the terms of this Agreement shall not be operative, and each party agrees that it will not adopt any working rules for the control of its members that will conflict with the terms or applications of the Agreement.

Section 2. It is further agreed between the parties hereto that this Agreement applies only to the operation of trucks owned or operated by the Employer.

Section 3. Jurisdictional claims, as set forth in working rules of the Union, are to be generally accepted practices, but nothing therein contained shall be construed as an obligation of the Employer or to defend the Union in the enforcement of such jurisdictional claims in any dispute which may be pending or which may arise in the future between the Union and any other labor organization.

AGREEMENT

WILLBEE CONCRETE VAULT, LLC

AND

TRUCK DRIVERS & HELPERS UNION
LOCAL 164

affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

RECEIVED

NOV 26 2012

**CONTRACT
DEPARTMENT**

Effective 11/01/12 - 10/31/2015 (Midnight)

This AGREEMENT; made and entered into this first day of November, 2012, by and between WILLBEE CONCRETE VAULT, LLC, a Michigan Corporation, located at 2323 Brooklyn Road, Jackson, Michigan 49203, party of the first part, and hereinafter called the COMPANY; and TRUCK DRIVERS UNION, LOCAL 164, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 3700 Ann Arbor Road, Jackson, MI 49202; party of the second part, hereinafter called the UNION,

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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

WITNESSETH

ARTICLE 1

RECOGNITION

The Company agrees to recognize the Truck Drivers Union, Local Number 164; affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive representative for the purpose of bargaining collectively for employees of said Company, excluding foremen, clerical employees, office and sales employees, in regard to wages, hours, and other conditions of employment.

ARTICLE 2

WAGES AND HOURS

SECTION 1. The Company being in the business of manufacturing concrete burial vaults and related products, and both products being seasonable, it is beneficial to both employees and Employer that employees be shifted from one type of work to another, according to the season and demand for the products. Therefore, all employees, whether temporarily classified as shipment, yardmen, truck drivers, or helpers shall be paid according to the following schedule of hourly rates:

goods or equipment shall continue to be untair while being transported, handled, or used by interchanging or succeeding carriers, whether parties to this Agreement or not, until such controversy is settled.

ARTICLE 11

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:

10/28/12	\$ 243.75 per week	Plan 254
11/25/12	\$ 240.40 per week	Plan 733
3/31/13	\$ 261.20 per week	Plan 733
3/30/14	\$ 278.50 per week	Plan 733
3/29/15	\$ 293.00 per week	Plan 733

for the duration of this Agreement.

If any decrease of the established rates above occur during the term of this Agreement, such difference will be added to the employees hourly rate by dividing the difference by forty (40).

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the Bank One Michigan Dearborn, Dept 77158, P.O. Box 77000, Detroit Michigan 48277-0158 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:

11/1/12	\$ 63.80 per week.
11/1/13	\$ 66.40 per week
11/1/14	\$ 69.10 per week

for the duration of this Agreement.

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, C/O Central States Pension 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 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.

Notwithstanding any other provisions of this Agreement, the Employer agrees to pay the specified contributions as set forth in this Agreement, into Central States, Southeast and Southwest Areas Pension Fund, and also the Michigan Conference of Teamsters Welfare Fund, for each new employee, beginning one hundred eighty (180) days from the date of hire.

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

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

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

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

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

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

ARTICLE 12

If any Article or Section of this Contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by the remainder of this Contract and of any riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with, which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE 13

TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from November 1, 2012, to and including October 31, 2015, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to 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

AGREEMENT

between

WILLBEE TRANSIT-MIX COMPANY

and

TEAMSTERS

Local Union Number 1038.

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED

MAR 03 2015

**CONTRACT
DEPARTMENT**

**EFFECTIVE 03/01/2014 – 02/28/2017
(MIDNIGHT)**

This AGREEMENT; made and entered into this first day of March, 2014 by and between WILLBEE TRANSIT MIX COMPANY, located at 2401 Brooklyn Road, P.O. Box 427, Jackson, Michigan 49204, party of the first part, and hereinafter termed the EMPLOYER and TEAMSTERS, LOCAL NUMBER 1038, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 3700 Ann Arbor Road, Jackson, MI 49202, party of the second part, hereinafter termed the UNION.

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

WITNESSETH

ARTICLE I

RECOGNITION, UNION SHOP AND DUES

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

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

Section 2 All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31) day following the beginning of their employment or on and after the thirty-first (31) day following the effective date of this Agreement or the date of the execution of this Agreement, whichever is the latter.

Section 3 When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 4 The Employer agrees to deduct from the pay of each employee, all dues and/or initiation fees of the Union, and pay such amount deducted to the Union for each and every employee working in the classifications hereinafter set forth; provided, however, that the

ARTICLE 16

HEALTH AND WELFARE AND PENSION

The Company will absorb the increases in Health Care Benefits and Pension Benefits.

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 of:

03/01/14	\$ 307.50 per week	Plan 254
03/30/14	327.85 per week	Plan 254
11/16/14	323.70 per week	Plan 898
03/29/15	341.55 per week	Plan 898
04/03/16	354.15 per week	Plan 898

for the duration of this Agreement.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the Bank One Michigan Dearborn, Dept 77158, P.O. Box 77000, Detroit Michigan 48277-0158 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:

3/01/14	\$ 274.00 per week
3/01/15	290.40 per week
3/01/16	302.00 per week

for the duration of this Agreement.

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, C/O Central States Pension 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 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.

Notwithstanding any other provisions of this Agreement or Schedule "A", the Employer agrees to pay the specified contributions as set forth in this Agreement, into Central States, Southeast and Southwest Areas Pension Fund, and also the Michigan Conference of

Teamsters Welfare Fund; for each new employee, beginning thirty (30) calendar days from the date of hire.

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

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

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

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

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

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

ARTICLE 17

PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums, except that over scale wage rates may be established or maintained only by mutual agreement of both parties hereto, where not already protected by Article 14. Time shall be computed from the time that the employee is ordered to report for work and registers in, until the time he is effectively

**ARTICLES OF AGREEMENT
BETWEEN
WILSON PAPER COMPANY
AND
TEAMSTERS LOCAL UNION NO. 627**

Effective August 1, 2012 through July 31, 2015

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	Scope of Agreement	1
1	Union Shop and Dues.....	1
2	Stewards	3
3	Grievance Procedure	4
4	Discharge	5
5	Unauthorized Activity	5
6	Protection of Rights	5
7	Subcontracting	6
8	Maintenance of Standards	6
9	Inspection Privilege	7
10	Military Clause	7
11	Compensation Claims.....	7
12	Work Assignments	7
13	Extra Contract Agreements	8
14	Separability and Savings	8
15	Purchase of Trucks	8
16	Loss or Damage	8
17	Bonds	8
18	Examination and Identification Fees	9
19	Passengers	9
20	Accident, Equipment, Reports	10
21	Seniority	11
22	Work Day and Work Week	12
23	Vacations	13
24	Holidays	14
25	Health and Welfare	15
26	Pension	16
27	Jury Duty Pay	17
28	Sick Leave	17
29	Safety and Health	17
30	Leave of Absence	18

RECEIVED

AUG 13 2012

**CONTRACT
DEPARTMENT**

WILSON PAPER COMPANY
AND
TEAMSTERS LOCAL UNION NO. 627

This Agreement has been entered into between **WILSON PAPER COMPANY**, hereinafter referred to as the Employer and **TEAMSTERS LOCAL UNION NO. 627**, affiliated with the International Brotherhood of Teamsters for the term of August 1, 2012 through July 31, 2015.

The Employer and the Union agree to be bound by the terms of this Agreement and the conditions of this Agreement and further agree that the terms and provisions of this Agreement shall apply only to the following location: Galesburg, Illinois,

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by the Agreement, or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferee or lessee executes a contract for the transaction as herein defined.

In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, 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 require assumption of the terms of this contract.

ARTICLE I
UNION SHOP AND DUES

Section 1: (a) The Employer 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 any and all warehouse employees and drivers.

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

(c) When the Employer needs the additional employees he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

ARTICLE 26
PENSION

Section 1: Effective August 1, 2012, the Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of Eighty-five dollars and 60 cents (\$85.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective August 1, 2013 the pension contribution shall be increased to Eight-nine Dollars (\$89.00) per week and effective August 1, 2014 the weekly contribution shall be increased to Ninety-two dollars and 60 cents (\$92.60) per week.

This Fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other Pension Fund under this contract for operations under this contract or for operations under the SOUTHEAST AND SOUTHWEST AREAS contract to which Employers who are party to this contract are also parties.

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

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

Notwithstanding anything herein contained, it is agreed that in the event of any Employer being 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 Fund, after proper official of the Local Union has given seventy two (72) hours notice to the Employer of such delinquency in Pension payments, the Local Union or Area Conference shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the Employees for such losses resulting there from.

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

ARTICLE 27 **JURY DUTY PAY**

Section 1: The Company shall pay all employees serving on any jury the differences in salary between the jury pay and his regular salary while in such service. If employee is discharged from the jury before the workday ends, he must report immediately to the Company for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

ARTICLE 28 **SICK LEAVE**

Section 1: Employees shall be granted six (6) days sick leave a year after one (1) year of employment. Unused sick leave shall accumulate year by year, not to exceed a total of twenty four (24) days. A doctor's certificate may be required to prove sickness at the discretion of the Company. Unused accumulated sick leave will be paid to any employee who retires, but shall not be paid to an employee who quits or who is discharged for cause.

ARTICLE 29 **SAFETY AND HEALTH**

Section 1: The Employer shall continue to make reasonable provisions for the safety and health of his employees. An employee shall not be required to lift or move any unreasonable weights.

JAN-07-2013 MON 01:53 PM Teaslers Local 627
DEC-27-2012 09:18 AM WILSON PAPER CO

FAX NO. 6890037
3093420362

P. 02
P. 02/02

DEC-28-2012 WED 11:51 AM Teaslers Local 627
CENTRAL STATES Fax: 847-618-9779

FAX NO. 6880037
Dec 28 2012 14:15

P. 08

WILSON PAPER CO.
ACCOUNT NO. 8025618-101-08427-A

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

Effective Date	Weekly Rate
May 1, 2012	\$83.50
May 1, 2013	\$89.00
May 1, 2014	\$92.60
May 1, 2015	\$96.30

WILSON PAPER CO.

LOCAL UNION NO. 627

Redacted by U.S.
Department of the Treasury

Redacted by U.S. Department
of the Treasury

Date: 12/25/12

Date: 12-26-12

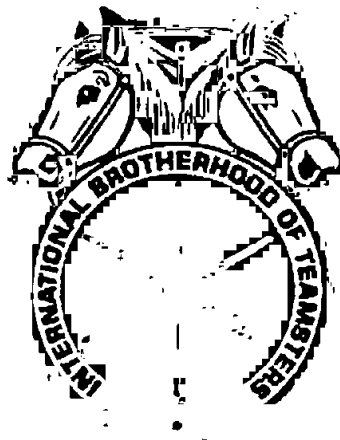
MADISON AREA REDI-MIX AGREEMENT

BETWEEN

WINGRA REDI-MIX, INC.

AND

TEAMSTERS UNION LOCAL NO. 695



**FOR THE PERIOD
SEPTEMBER 1, 2014 THROUGH MARCH 31, 2016**

RECEIVED

AUG 29 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

MASTHEAD

THIS AGREEMENT, made and entered into this first day of September, 2014, by and between **WINGRA REDI-MIX, 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 as a result of membership therein, and forward the same to the

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 20 - PENSION

Section 1. Pension premium is fully funded by Wingra. Upon execution the Employer shall contribute \$274.00 per week 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. Effective April 1, 2015 the premium contribution will be \$290.40 per week.

Section 2. This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Contract for operations under this Contract or for operations under the Southeast and Southwest Areas Contracts to which employers who are party to this Contract are also parties.

Section 3. 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 21 - 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 22 - 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 23 - TERMINATION

Section 1. This Agreement shall be effective the first day of September, 2014, and shall continue to be in force until March 31, 2016. 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 29th day of August, 2014.

SIGNATORY EMPLOYER

Redacted by U.S. Department
of the Treasury

TEAMSTERS UNION LOCAL NO. 695

Redacted by U.S. Department
of the Treasury

RECEIVED

AUG. 29 2014

**CONTRACT
DEPARTMENT**

16

AGREEMENT
BETWEEN
TEAMSTERS "GENERAL" LOCAL UNION NO. 200



RECEIVED

APR 08 2014

**CONTRACT
DEPARTMENT**

AND

WISCONSIN DRYWALL DISTRIBUTORS

June 1, 2013 to February 28, 2017

This Agreement is entered into between Wisconsin Drywall Distributors, hereinafter referred to as the "Employer" and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

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

ARTICLE 1

INTENT AND PURPOSE

Section 1. During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business, by the Union or its members. The Employer agrees that there shall be no lockout.

ARTICLE 2

RECOGNITION

Section 1. The Union is hereby recognized as the sole and exclusive bargaining representative for the employees employed by the Employer, except for the office clerical employees and supervisors as defined by the Act.

Section 2. Validity. This Agreement shall constitute the entire agreement between the parties and shall be subject to and shall not operate in contravention to any federal or state law or laws. The provisions of this Agreement are severable, and the legal invalidity of any provision or provisions shall not affect or invalidate other provisions.

ARTICLE 3

UNION SECURITY

Section 1. Union Shop. All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, as a condition of continued employment. All present employees who are not members of the Union on the effective date of this Agreement and all employees who are hired hereafter shall, as a condition of continued employment, become and remain members. during the life of this Agreement, on or after the thirtieth (30th) calendar day after their employment by the Employer, or thirty (30) days after the effective date of this Agreement, whichever is later. Such thirty (30) day period within which an employee is to join the Union shall be computed from the first (1st) day such employee enters the employment of the Employer.

Effective June 1, 2015, the Employer agrees to raise their contribution 10% to a cap of Three Hundred Fifty-Nine Dollars and Twenty-three Cents (\$359.23) per week for health and welfare benefits and for administrative costs, for plan A2 without Retiree Coverage and with A1 Loss of Time coverage for each employee covered by this Agreement for each full week wherein such employee works one (1) or more hours, provided such employee has been on the payroll thirty (30) days or more.

Effective June 1, 2016, the Employer agrees to raise their contribution 10% to a cap of Three Hundred Ninety-Five Dollars and Fifteen Cents (\$395.15) per week for health and welfare benefits and for administrative costs, for plan A2 without Retiree Coverage and with A1 Loss of Time coverage for each employee covered by this Agreement for each full week wherein such employee works one (1) or more hours, provided such employee has been on the payroll thirty (30) days or more.

Should additional weekly contribution be needed above the Employer's weekly cap number, that additional amount shall be the employees' responsibility each week.

Section 2. If an employee is absent because of illness or because of an off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make such contributions during such absence for a period of not to exceed four (4) weeks. If an employee is absent because of an injury sustained while on the job, the Employer shall continue to make such contributions during such absence for a period of not to exceed six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the effective date of such leave of absence, a sum of money sufficient to pay the required contributions into said Fund for the period of the leave of absence.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Associations who are parties to the trust agreements necessary for the administration of such Fund, to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees, within the scope of their authority.

ARTICLE 11

PENSION

Section 1. Effective June 2, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Two Hundred and One Dollars and Twenty Cents (\$201.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Two Hundred and Nine Dollars

and Twenty Cents (\$209.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 31, 2015, the Employer contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Two Hundred and Seventeen Dollars and Sixty Cents (\$217.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 29, 2016, the Employer contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Two Hundred and Twenty-Six Dollars and Thirty Cents (\$226.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Section 2. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement, or for operations under the Southeast and Southwest Areas Contracts to which employers who are party to this Agreement are also parties.

Section 3: By the execution of this Agreement, the Employer authorizes the Employers' Associations who are parties to the trust agreements necessary for the administration of such Fund, to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees, within the scope of their authority

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

Section 5. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section:

Section 6. It is understood that any employee who has attained the age of 65 and is eligible for a pension shall, at the sole decision of the Employer, be subject to mandatory retirement.

AGREEMENT

THIS AGREEMENT made as of this first day of July, 2013, by and between **WISCONSIN DRYWALL DISTRIBUTORS**, its successors and assigns (hereinafter referred to as the "**EMPLOYER**") AND **DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL NO. 695** of the **International Brotherhood of Teamsters**, its successors and assigns (hereinafter referred to as the "**UNION**") shall continue in full force and effect as hereinafter set forth.

ARTICLE 1. PURPOSE

The underlying intent and consideration of this Agreement is to provide industrial stability through orderly and equitable processes for the settlement of grievances and disputes which may arise between the parties and to foster and maintain economy and efficiency of operation for the Employer with resulting job security and opportunity for employees. It is the intention of the parties that there shall be no discrimination whatsoever under this Agreement.

ARTICLE 2. RECOGNITION

Section 1. The Employer agrees and acknowledges that the Union is the sole bargaining agent for all truck drivers, helpers, yard and warehouse employees of the Employer excluding office clerical, sales, professional, managerial, administrative employees and supervisors as defined by law.

Section 2. The Union agrees and acknowledges that the Employer is the sole representative and authorized bargaining agent for each of its members.

Section 3. The parties agree that there shall be no unauthorized strikes, slowdowns, walkouts or other cessation of work or interruption therewith nor shall there be any lockout during the term thereof. It is agreed that in any cases of unauthorized strikes, slowdowns, walkouts or other cessation of work or interruption therewith, the Union shall not be liable for damages which may result from such unauthorized acts of its members provided that the Union has taken the following steps to induce its members involved to return to work:

- (a) Urges such employees to cease such acts immediately and return to work;
- (b) Informs such employees that such acts are in violation of the Agreement and that disciplinary action including discharge may be taken against them without recourse to the Grievance Procedure;

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 laid off or is absent because of illness or off-the-job injury, the Employer shall continue to make the required contributions for the month of layoff and one (1) full month following. If an employee is injured on the job, the Employer shall continue 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 Fund during the period of absence.

Section 5. 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 6. It is agreed that the Employer, at its sole expense, may place into effect some other health and welfare plan, provided the benefits of such plan are identical or greater than Plan C-6 of the Central States Southeast and Southwest Areas Health and Welfare Fund and provided the Union approves such plan.

ARTICLE 23. PENSION

Section 1. The Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund the following sums each week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more:

- (a) Effective July 1, 2013 — \$203.10 per week
- (b) Effective July 1, 2014 — \$211.20 per week
- (c) Effective July 1, 2015 — \$219.70 per week

Section 2. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Contract for operation under this Contract or for operation under the Southeast and Southwest Area Contracts to which employers who are party to this Contract are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the

Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 4. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall notify 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: Action for delinquent contributions may be instituted by the Local Union or the Area Conference of the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 24. WAGES

Section 1. The following wage scales shall be paid to the employees in the employ of the Employer on the date specified:

	<u>7/01/2013</u>	<u>7/01/2011</u>	<u>7/01/2012</u>
Warehouse (Seasonal Employees)	\$10.00	\$10.00	\$10.00
Boom Operators	\$17.22	\$17.37*	\$17.52*
Drivers	\$17.22	\$17.37*	\$17.52*

*Health and welfare rates published under Article 22 for 2014 and 2015 are not to exceed rates. If said rates are determined by the Fund to be in excess of the actual amount needed, the difference shall be calculated on an amount per hour and applied to the member's hourly wage.

Section 2. The Company agrees to reimburse employees for their lodging based on their actual expense, plus Six Dollars and Twenty-Five Cents (\$6.25) for their meals. Expense books shall be submitted weekly and reimbursements made within a reasonable time after submission only if required to comply with applicable Internal Revenue regulations.

Section 3. All new employees hired after September 1, 1998 shall receive Three Dollars (\$3.00) per hour less than experienced employees' scale for the first year of

period of invalidity or restraint. In the event the parties are unable to agree on such replacement, the matter shall be submitted to a Commissioner of the Wisconsin Employment Relations Commission for resolution. The decision of the Commissioner shall be final and binding upon the parties and they shall share the expenses of such Commissioner equally. In making his decision the Commissioner shall not be bound by the limitations contained in Article 8, hereinabove but he shall be guided in reaching his decision by the provisions of Article 1.

ARTICLE 27. TERMINATION

Section 1. This Agreement shall be in effect from July 1, 2013 and shall remain in full force and effect until June 30, 2016, and shall automatically renew itself from year to year thereafter unless at least sixty (60) days and not more than ninety (90) days before the termination date or any anniversary thereof, either party gives written notice to the other of desire to amend, add to, or terminate this Agreement.

Section 2. If notice of desire to amend or add to this Agreement is given as aforesaid, the parties shall within a reasonable time thereafter enter into negotiations concerning such request.

Section 3. If the parties do not arrive at a mutually satisfactory agreement on the proposed amendments or additions by the termination date or anniversary date thereof, this Agreement shall continue in full force and effect until such time as either party terminates this Agreement on five (5) days' written notice.

FOR THE EMPLOYER

FOR THE UNION

**WISCONSIN DRYWALL
DISTRIBUTORS**

TEAMSTERS UNION LOCAL NO. 695

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

RECEIVED

AUG 13 2013

**CONTRACT
DEPARTMENT**

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

<u>CLASSIFICATION</u>	<u>HOURLY BASE RATE</u>
Journeyman	22.27
2 1/2 Tons and Over (+ .63 of JW Rate)	22.90
Garage Attendant (+ .28 of JW Rate)	22.56
Foreman (15% above 2 1/2 Tons and Over Rate)	26.33
TM Assistant(CDE)	26.33
Dispatcher (15% above 2 1/2 Tons and Over Rate)	26.33
Working Foreman	26.33
Gen Foreman (20% above 2 1/2 Tons and Over Rate)	27.47
Lead Gen FM (25% above 2 1/2 Tons and Over Rate)	28.62
Asst.Supt (75% above 2 1/2 Tons and Over Rate)	28.62

FRINGES:

Health and Welfare: \$221.70 per week, contribution.

\$3.20 per hour, contribution

Redacted by U.S.
Department of the
Treasury

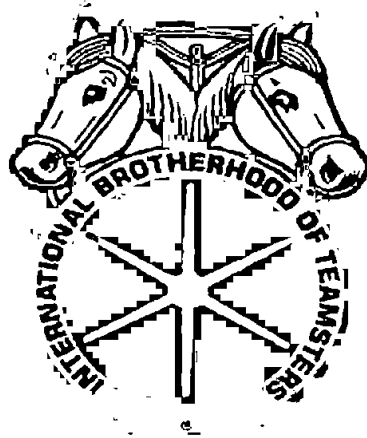
August 27, 2013

RECEIVED

NOV 11 2013

CONTRACT
DEPARTMENT

LABOR AGREEMENT
BETWEEN
WOLF PAVING COMPANY, INC.
AND



TEAMSTERS "GENERAL" LOCAL UNION NO. 200

June 1, 2013 through May 31, 2015

RECEIVED

MAR 06 2014

CONTRACT
DEPARTMENT

This Agreement is entered into between Wolf Paving Company, Inc., hereinafter referred to as the "Employer," and Teamsters "General" Local Union No. 200, hereinafter referred to as the "Union."

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

ARTICLE I

RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit. The bargaining unit shall consist of all employees in positions performing work of a type traditionally or currently covered by this Agreement or predecessor Agreements.

Section 2. Assignment. The Employer hereby assigns all work currently or historically performed by employees covered by this Agreement to the bargaining unit employees.

Section 3. Scope. This Agreement shall apply throughout Milwaukee, Ozaukee, Washington and Waukesha Counties.

Section 4. Coverage. This Agreement shall cover all work on site construction limited to the following: excavating, grading, landscaping, hauling, paving, landfill and site work, except highway and heavy construction work included in contracts awarded by the State of Wisconsin Department of Transportation, performed for any authority supervised by said Department of Transportation, airport work (exclusive of buildings), and private highways. This Agreement does not include snowplowing or work related to snowplowing.

Section 5. Entirety of Agreement. This Agreement represents the entire written Contract between the Employer and the Union, and it supersedes any previous Agreements, Supplements, Riders or Addenda, whether written or verbal. Neither the Union nor the Employer shall have the right to add to, subtract from or change the terms of the Agreement, without the mutual written consent of all parties hereto.

ARTICLE II

UNION SECURITY

Section 1. All present employees covered by this Agreement who are members of the Union as of the date of execution of this Agreement shall, as a condition of continued employment, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fee uniformly required by the Union.

has been on the payroll thirty (30) days or more. June 1, 2014, Seventy Three Cents (.73 cents) will be allocated between Health & Welfare, Pension (.27 cents), and Wages, minus the .27 cents for pension, the remaining .46 cents will be applied toward the not to exceed H&W rate of \$303.00 as referenced in the April 22, 2013 CSHF letter. In the event the .46 cents is not enough to cover the increase, adjustments to employee's wages will be made to cover the difference, conversely if less than the .46 cents is required to cover the increase, the balance of the .46 cents will be added to the employee's wages. Should there be any savings from the not to exceed numbers in the Health and Welfare rates in 2014 those savings will be added to the stated wage rate in Article XVII Classification And Wage Rates.

Section 2. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee is released to return to work; however, such contributions shall not be paid for a period of more than one (1) year.

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 one (1) week, or to the extent required by applicable state or federal FMLA laws.

Section 4. If the employee is on layoff, the Employer shall continue to make the required contributions for the rest of the week in which the layoff occurred and shall continue to make weekly payments following layoff, of a maximum of three (3) weeks per calendar year.

ARTICLE XXI

PENSION

Section 1. Effective June 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Fifty Five Dollars and Ten Cents (\$55.10) per day, 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, with a maximum contribution of Two Hundred Seventy Five Dollars and Fifty Cents (\$275.50) per week. Thereafter, the daily contribution and weekly contributed maximums paid by the Employer shall increase as follows:

Effective June 1, 2014, the daily contribution shall increase to Fifty Seven Dollars and Thirty Cents (\$57.30) and the weekly maximum contribution shall be Two Hundred Eighty Six Dollars and Fifty Cents (\$286.50)

Section 2. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement, or for operations under the Southeast and Southwest Areas contracts to which Employers who are party to this Agreement are also parties

Section 3. By the execution of this Agreement, the Employer authorizes the

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

ARTICLE XXII

SECURITY PAYMENTS

Section 1. In order to insure employees covered by this Agreement against the hazards of unemployment, resulting through no fault of their own, the Employer hereby agrees to make voluntary application to the proper state authorities, so as to come within the statutory provisions of the Wisconsin Unemployment Compensation and Worker's Compensation Acts relating to employers who are not under said acts and the regulations promulgated there under, regardless of the number employed.

ARTICLE XXIII

DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from June 1, 2013 through May 31, 2015, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

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 May 31, 2015, or May 31 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.

RECEIVED

FOR THE COMPANY:

FOR THE UNION:

MAR 06 2014

W
By [Redacted by U.S. Department of the Treasury]
Tit

TEAMSTERS 'GENERAL' LOCAL CONTRACT
UNION NO. 200 DEPARTMENT
B [Redacted by U.S. Department of the Treasury]
T

Date: 2-19-14

Date: 2-19-14

AGREEMENT

BETWEEN

ROY WOLFMEIER TRUCK SERVICE, LLC

AND

**TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED
TRADES, LOCAL UNION NO. 50**

MAY 1, 2011 - APRIL 30, 2014

ARTICLES OF AGREEMENT

ROY WOLFMEIER TRUCK SERVICE, LLC

(May 1, 2011 - April 30, 2014)

THIS AGREEMENT, dated the First day of May, 2011, by and between **ROY WOLFMEIER TRUCK SERVICE, LLC** an Illinois limited liability company located in Millstadt, Illinois, hereinafter called the "Company", Party of the First Part, and **TEAMSTERS, LOCAL UNION NO. 50**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, or its successors, Party of the Second Part, hereinafter called the "Union" for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto;

ARTICLE I - RECOGNITION

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

Section 2. The term "employee" as used in this Agreement shall only include Truck Drivers performing covered unit work.

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

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

ARTICLE II - UNION SECURITY

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in this unit performing unit work, which is the subject of this Agreement shall become members of the Union no later than the thirty-first day following the beginning of their employment or the execution date of this Agreement, whichever is the later, that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those

and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

Section 3. When the occasion arises when an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working or operating condition, and receives no consideration from the Employer, he shall take the matter up with the Employer.

Section 4. The Employer shall install heaters and defrosters on all trucks and tractors.

Section 5. Drivers will not be required to have to sign the light waiver when having trucks inspected.

ARTICLE XXII - HEALTH AND WELFARE

Section 1. Effective May 1, 2011, the Employer agrees to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of \$9.05 per hour for covered unit work for employees who have been on the payroll for thirty (30) calendar days.

Effective May 1, 2012, the contribution shall be \$9.30 per hour.

Effective May 1, 2013, the contribution shall be \$9.70 per hour.

Section 2. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions based on a twenty-five (25) hour week; however, such contributions shall not be paid for a period of more than twelve (12) months.

ARTICLE XXII - PENSION PLAN

Section 1. Effective May 1, 2011, of this Agreement the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Twenty Four Dollars and Twenty Cents (\$24.20) per day for each unit employee performing work covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 1, 2012, of this Agreement the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Twenty Six Dollars and Ten Cents (\$26.10) per day for each unit employee performing work covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 1, 2013, of this Agreement 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 unit employee performing work covered by this Agreement who has been on the payroll thirty (30) days or more.

Section 2. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions during the time the employee would normally worked had he not been injured computed on the basis of the average of his work hours during the previous two (2) weeks prior to his injury. In no event shall he be paid for a period longer than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE XXIV - PROTECTION OF RIGHTS

Section 1. Picket Line. 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 any property involved in a primary picket line, including the primary picket lines at the Employer's places of business.

Section 2. Struck Goods. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action, if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, an which service, but for such strike, would be performed by the employees of the Employer or persons on strike.

ARTICLE XXV - DRIVE AUTHORIZATION AND DEDUCTION

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 bi-weekly basis for all weeks worked. The phrase "weeks worked" exclude 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 amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The Union shall indemnify, defend and hold the Company harmless against any and all suits, claims and demands and liabilities that shall arise out of, or by reason of any action that shall be taken, by the Company, for the purpose of complying with this Section.

AGREEMENT

BETWEEN

WOOD TERMINAL COMPANY

AND

GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION 89

EFFECTIVE 4/1/2013 THRU 3/31/2018

RECEIVED

AUG 22 2013

DEPT. OF TRANSPORT

AGREEMENT

THIS AGREEMENT, made and entered into between WOOD TERMINAL COMPANY, and/or their successors and assigns (hereinafter referred to as the "COMPANY"), and GENERAL DRIVERS, WAREHOUSEMEN, AND HELPERS LOCAL NO. 89 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and helpers of America (hereinafter referred to as the "UNION").

WITNESSETH: The Company and the Union hereby mutually agree that the following articles shall govern during the period of this agreement:

ARTICLE I

RECOGNITION

The Company recognizes the Union as the exclusive bargaining representative of its over-the-road truck drivers and garage personnel for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment.

ARTICLE II

MEMBERSHIP

The Company shall have the exclusive right to employ truck drivers necessary for the efficient operation of deliveries from or to Beam Distillery, provided, however, that all such truck drivers shall become members of the Union on or before the end of a thirty (30) day period. During said thirty (30) day period, the Company shall have the exclusive right, within its discretion, to discharge said truck driver and garage personnel if it desires to do so. Only those

ARTICLE XXIV

PENSION

Effective April 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund, the sum of \$251.20 per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more subject to further adjustment on April 1, 2014 to \$258.95; April 1, 2015 to \$267.15; April 1, 2016 to \$272.95 and April 1, 2017 to \$279.00. It is understood that amounts required to be paid into the Pension Fund in excess of the employer contributions showing above, shall be paid by the employee and will be deducted from the employees' wages.

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 authorized 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 contribution until such employee returns to work, however, such contribution shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being

effective, sufficient monies to pay the required contributions into Pension Fund during the period of absence. If an employee is absent because of illness, off-the-job injury, or on the job injury, Employer shall collect from said employee sufficient monies to pay the required contributions in the Pension Fund during the period of absence as soon as reasonably possible.

There shall be no deductions 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-operator compensation.

Contribution 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 provision 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 provision of this paragraph.

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 cost of collection. The Employer may take action on delinquent contributions by employees. Employees who are delinquent must also pay all attorneys' fees and cost of collections.

AGREEMENT

between

WOOD TRUCKING COMPANY

and

GENERAL TEAMSTERS LOCAL UNION NO 406

affiliated with the
International Brotherhood of Teamsters

February 1, 2015 - - - December 31, 2017

RECEIVED

FEB 27 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, 2015, by and between **WOOD TRUCKING COMPANY** of Muskegon, Michigan, party of the first part, and hereinafter referred to as the "Company," and **GENERAL TEAMSTERS LOCAL UNION NO. 406**, affiliated with the International Brotherhood of Teamsters, party of the second part, and 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 for employees of the Company and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Company and its employees; and of promoting and improving peaceful industrial and economic relations between the parties;

WITNESSETH:

ARTICLE I RECOGNITION

Section 1.1. Recognition. The Company acknowledges that the Union is the exclusive representative in collective bargaining with the Company, in respect to rates of pay, wages, hours of work and other conditions of employment for the following employees of the Company: All trucking, crane service, mechanics, loader, excavator, backhoe and bulldozing employees employed by Wood Trucking Company at 2075 Park Street, Muskegon, Michigan, 49444 but excluding office clerical employees, professional employees, guards and supervisors as defined in the Act. Also excluded are the laborers, snow plowing employees, and all other employees not engaged in bargaining unit work.

ARTICLE II UNION SECURITY

Section 2.1. Union Shop. 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 of General Teamsters Union, Local No. 406, affiliated with the International Brotherhood of Teamsters, no later than either the 31st day following the beginning of their employment, or the 31st day following the effective date of this clause, whichever is the later. The requirements of good standing and entry into the Union will be fully satisfied by the payment of the regular initiation fees, assessments, service fees, and periodic dues uniformly required as a condition to acquiring or retaining membership. Upon written notice to the Company requesting the discharge of any employee who has lost his or her good standing membership in the Union and who may, for the loss of good standing membership, be legally discharged, the Company will within seven (7) days after receipt of such notice discharge the employee, unless within that time the employee, whose discharge is so requested, contests the alleged nonpayment of such initiation fees, dues, and/or assessments or tender of the same, and his case shall be handled in the manner provided in this Agreement for the disposition of grievances. During such seven (7) day period the Union will, at the request of the Company, meet with the Company to discuss the Union's request.

ARTICLE IV

INSURANCE AND PENSION

Section 1. Health Insurance. The employees will be required to have health insurance coverage that meets a minimum "Silver Plan Level" as defined by the Healthcare.gov insurance exchange. This coverage may be purchased by the employee or provided to the employee by another source (i.e. spouse). The Union and the Company recommend using the "Keessen Agency" as the preferred broker for this service.

The employees must keep their insurance coverage current and show proof to the Company upon request. Failure to show proof of insurance that is paid up to date will be considered a Group A offense as outlined in the Company work rules.

If there are any modifications to the Affordable Care Act resulting in loss of coverage, the Company and the Union agree to meet within 30 days to address the issue.

Section 2. Life Insurance. The Company will provide group accident and life insurance plans in the amount of fifteen thousand dollars (\$15,000) per policy for all qualifying employees. An employee will qualify for life insurance after ninety (90) days of employment. The Company reserves the right to change carriers, however, any change must be agreed to by the bargaining unit.

Section 3. Pension. The Company will contribute to the Central States, Southeast and Southwest Areas Pension Fund for each week of each employee according to the following schedule:

January 1, 2015	\$149.30 per week
January 1, 2016	\$155.30 per week
January 1, 2017	\$161.50 per week

An employee shall qualify for pension contributions by the Company after thirty-one (31) days of employment.

Contributions must continue to be made in the following circumstances:

1. Such employee may work only part-time under provisions of this contract, including paid vacations;
2. Weeks where work is performed for the Company but not under the provisions of this contract; and
3. Weeks where work is performed for the Company and the Company also contributes into some other Insurance and/or Pension Fund.

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

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

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 insurance fund during the period of absence.

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of his contribution to the Pension Fund in accordance with the rules and regulations of the Trustees of such Fund and after the proper official of the Local Union shall have given 72 hours' notice to the Employer of such delinquency in the Pension Fund payments, the Union shall have the right to take such actions as it deems necessary until such delinquent payments are made.

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

By the execution of this Agreement, the Employer authorizes the Employer Associations who are signatories to similar Collective Bargaining Agreements signed with Teamsters Unions to enter into appropriate trust agreements necessary for the administration of such Funds, and to designate the Employer Trustees under such trust agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of this authority.

ARTICLE V **FUNERAL LEAVES**

Section 1. Immediate Family. The employee will receive three (3) days with pay for a death occurring in the immediate family. The immediate family is to be defined as mother, father, son, daughter, brother, sister and current spouse of employee.

Section 2. Additional Family. Employees will be granted one (1) day off with pay to attend the funeral of the employee's blood relative grandparents. One (1) day shall also be granted, with pay, to the employee to attend the funeral of the employee's current spouse's blood parents.

ARTICLE VI **JURY DUTY**

Employees who report for jury duty (when required) will receive their regular wage compensation for the first eight (8) hours of jury duty service, provided they turn over the employee compensation received from the Court for the first eight (8) hours of jury services.

AGREEMENT

Between

WOODRUFF & SONS, INC.
(SEWER & WATER LINE INSTALLATIONS)
MICHIGAN CITY, INDIANA

And

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

MAY 1, 2013 through APRIL 30, 2018

RECEIVED

MAR 28 2014

**CONTRACT
DEPARTMENT**

PREAMBLE

THIS AGREEMENT is made and entered into on the date hereinafter set forth, by and between Woodruff & Sons, Inc. (Sewer & Water Line Installations), Michigan City, Indiana, hereinafter referred to as the "Contractor", or "Employer", and Chauffeurs, Teamsters, Warehousemen and Helpers, Local Union No. 135, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

Section 1: The Contractor is engaged in the work as set forth in Article 2 of this Agreement in the State of Indiana, and employs persons to work in job classifications covered by this Agreement. The Union represents employees of the Contractor which employees work in job classifications covered by this Agreement.

Section 2: This Agreement is negotiated solely on behalf of Local 135. It is agreed and understood that the Teamsters, Chauffeurs, Warehousemen and Helpers of America shall in no event be bound as principal in any manner for any breach of this Agreement by the Union.

Section 3: 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, transferor or lessor executes an Agreement of transaction as described herein.

ARTICLE 1

RECOGNITION

Section 1.01: The Employer agrees to recognize the Union, and/or its successors in any capacity whatsoever, as the sole and exclusive bargaining representative for and on behalf of all employees working in the job classifications covered by this Agreement.

Section 1.02: So there will be no misunderstanding in the coverage and administration of this Agreement, any person who draws wages from the Employer for work covered by this Agreement, or any owner-driver operating or driving his own vehicle, and/or the driver operating such vehicle, hauling directly for, or leased directly to the Employer, shall be considered to be an employee of the Employer.

and Welfare Plan hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

- (a). By the execution of this Agreement, the Employer adopts and agrees to abide by the Trust Indenture and Health and Welfare Plan as well as the benefits thereunder, as established through collective bargaining as aforesaid.

Section 18.04. 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 required contributions for a period of one (1) 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 twelve (12) weeks.

Section 18.05. There shall be no deductions from equipment rental of owner-drivers by virtue of the contributions made to Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more.

Section 18.06. Contributions to the Health and Welfare must be computed weekly and paid each four (4) or five (5) week period as designated in Report and Remittance Forms for the Health and Welfare, on each regular employee, even though such regular employee may work only part time. 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 Agreement, in accordance with the rules and regulations of the Trustees of such Fund, the employees or their representatives, after the President of the Local Union, the Area Conference, or the Trustees shall have given seventy-two (72) hours written notice to the Employer of such delinquency in Health and Welfare payments, shall have the right to take such action as they deem necessary, including but not limited to, refraining from work and picketing until such delinquent payments are made.

Section 18.07. The amount per employee per week shall be contributed for each employee covered under the Collective Bargaining Agreement, for any week in which such employee performs any service for the Employer.

ARTICLE 19

PENSION

Section 19.01. Effective May 1, 2013, pension contributions shall be paid to Central States Southeast and Southwest Areas Pension Fund by the Employer for each employee covered by this Agreement, at the rate of fifty-two dollars and ninety cents (\$52.90) per day but no more than two hundred and sixty-four dollars and fifty cents (\$264.50) per workweek.

May 1, 2014, fifty-six dollars and ten cents (\$56.10) per day but no more than two hundred and eighty dollars and fifty cents (\$280.50) per workweek.

May 1, 2015, fifty-nine dollars and fifty cents (\$59.50) per day but not more than two hundred and ninety-seven dollars and fifty (\$297.50) per workweek.

May 1, 2016, sixty-one dollars and ninety cents (\$61.90) per day and no more than three hundred and nine dollars and fifty (\$309.50) per workweek.

May 1, 2017, sixty-four dollars and forty cents (\$64.40) per day and no more than three hundred and twenty-two dollars (\$322.00) per workweek.

Section 19.02. 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.

Section 19.03. By the execution of this Agreement the Employer adopts and agrees to abide by the Trust Agreement and Plan of the Central States Southeast and Southwest Areas Pension Fund.

Section 19.04. 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.

Section 19.05: There shall be no deduction from equipment rental or owner-drivers by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more.

Section 19.06. Contributions to the Pension Fund must be computed weekly and paid each four (4) or five (5) weeks' period as designated in the report and Remittance Forms for Central States Southeast and Southwest Areas Pension Fund. Contributions must be made on each regular, part-time or extra employees even though such regular, part-time or extra employee may work only part time under the provisions of this Agreement, including weeks in which no work is performed, unless such regular, part-time or extra employee is laid off and given separation papers. An employee working temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

Section 19.07. Legal action for delinquent contributions may be instituted by the Union or the Trustees of the Central States Southeast and Southwest Areas Pension Fund. Any Employer who is delinquent in Pension Fund contributions must also pay all attorneys' fees and costs of collection.

AGREEMENT

between

**WORLD CLASS CORRUGATING, LLC,
A WHOLLY OWNED SUBSIDIARY OF
NEWSTAR METALS**

and

**GENERAL DRIVERS LOCAL NO. 89
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA**

Effective August 19, 2013

RECEIVED

JAN 21 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into as of the 19th day of August 2013, by and between World Class Corrugating, LLC, a wholly - owned subsidiary of New Star Metals (hereinafter referred to as the "Employer") and General Drivers Local No. 89, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1. Recognition

The employer recognizes the Union as the sole collective bargaining agent for the employees defined in section 2 of this Article.

Section 2: Bargaining Unit

It is understood and agreed that this Agreement pertains to the employees employed by the Company at its Louisville, Kentucky, facility, excluding and excepting all Office & Clerical employees, guards, superintendents, and all other supervisory employees with the authority to hire, promote, discharge, discipline, or otherwise affect changes in the status of employees or effectively recommend such action.

ARTICLE 2 - UNION SECURITY AND CHECKOFF

Section 1. Union Security

- A. Each employee who, as of the date of the execution of the Labor Agreement, is a member of the Union in good standing and each employee who becomes a member after that date shall, as a condition of employment, maintain his membership in the Union.

Each employee shall, as a condition of employment, beginning on the 30th working day following the beginning of such employment or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union.

The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state law.

- B. Each new employee shall sign and furnish to the Company at the time of his employment an Application Card for membership in the Union.

Section 2. Agency Shop.

In states in which the foregoing provisions of Section 1 of this Article 2 may not lawfully be enforced, the following provisions to the extent that they are lawful shall apply:

Each employee who would be required to acquire or maintain membership in the Union if the foregoing Union Security provisions could lawfully be enforced, and who fails voluntarily to

- f. If mutual agreed the parties may use Federal Mediation before proceeding to arbitration.

ARTICLE 14 - PENSIONS - HEALTH & WELFARE

A. Pensions

The company agrees to participate in Central States Pension Fund at a contribution rate of \$137.60 per week. Contributions made pursuant to the rules and regulations of the Fund.

1. The Company understands that the Union has established a pension Fund known as the Central States, Southeast and Southwest Area Pension Fund for the benefits of Union employee members who are or may become eligible for participation in this Fund. The Union has assured the Company, and hereby agrees, that the benefits of said Pension Fund will be granted to the eligible employees for the sum per week (as set forth in paragraph A-3 below) (except as hereinafter provided) for each employee covered by the Agreement who is actively at work or receiving a compensation for the Company during such calendar week. Payment shall begin during the week in which this Agreement is executed; the payee shall be designated in writing to the Plant Manager.
2. If an employee is off work because of nonoccupational illness or off-the job injury, and notifies the Company of such absence, the Company shall continue to make the required contribution per week (as set forth in paragraph A-3 below) for a period not to exceed four weeks. If an employee is off work because of an occupational illness or injury, the Company shall continue to pay the required contribution until such employee returns to work provided, however, such contribution for an employee absent because of an occupational illness or injury shall in no event be paid by the Company for more than the first 12 months of such absence due to occupational illness or injury.
3. The weekly amounts to be contributed by the Company on behalf of the eligible employees, under the terms and conditions of this Section A, Pensions, is as follows:

<u>From Week Including</u>	<u>To and Including Week Including</u>	<u>Weekly Amount per Eligible Employees</u>
August 19, 2013	August 18, 2016	\$137.60

Effective as of the Monday of the week in which this Agreement is jointly signed by the Company and the Union, and World Class Corrugating, LLC, a wholly - owned subsidiary of New Star Metals and Subsidiary Companies Pension Plan shall no longer thereafter be applicable in any manner to employees covered by this Agreement.

**ADDENDUM TO THE
HEAVY AND HIGHWAY CONSTRUCTION AGREEMENT
BETWEEN
YAHARA MATERIALS
AND
TEAMSTERS UNION LOCAL NO. 695
COVERING
TOWN, COUNTY AND PRIVATE WORK.**

It is hereby agreed and understood by the parties signatory to this Addendum ("Addendum" or "Agreement") that the terms and conditions as set forth herein shall be applied for all work performed by the bargaining unit which is not covered by the Heavy and Highway Agreement between Yahara Materials, Inc. and Wisconsin Teamsters Joint Council No. 39 (hereinafter referred to as the "Heavy and Highway Agreement").

This Addendum shall be for the period May 1, 2011 through December 31, 2016 and become effective upon the executed signatory date as shown herein, and shall automatically renew itself from year to year thereafter unless not less than ninety (90) days before the termination date or anniversary thereof, either party gives notice to the other of their desire to amend, add to or terminate this Addendum.

All terms and conditions of the Heavy and Highway Agreement shall apply to all work performed by the bargaining unit who are engaged in town, county or private work except those terms and conditions as modified and provided for hereinafter:

ARTICLE 1. PAID FOR TIME

Section 1. All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums, and the Employer shall have the ability, at its sole discretion, from time to time, and for such duration as it deems appropriate, to pay employees more than the rates specified herein without bargaining with the Union. This provision is intended as a clear and unequivocal waiver of the Union's right to bargain over the payment of an increased wage rate at any time or of the Employer's decision to cease paying an increased rate and to return the employee to the minimum rate specified in this Agreement notwithstanding any contrary provision in Article 7. Time shall be computed from the time that the employee is ordered to report for work and registers in and until he is released from active duty. Layovers shall not be considered duty time or paid for time. All time lost due to delays and court appearances as a result of overloads or certificate or other violations involving federal, state or city regulations which occur through no fault of the driver, shall be paid for.

ARTICLE 2. PROTECTION OF RIGHTS

Section 1. It shall not be a violation of this Agreement and it shall not be cause for discharge or

j. Article 18. Article 18 of the WTEC Agreement is deleted in its entirety.

3. This Agreement shall be binding until December 31, 2016 and from year-to-year thereafter unless terminated by written notice by either party to the other not less than ninety (90) days prior to the expiration date or any anniversary thereof. A timely notice which states that it is the party's intention to terminate the Heavy & Highway Agreement between the parties shall also be sufficient to terminate both this Agreement and the incorporated/modified provisions of the WTEC Agreement.

Agreed to this 37 day of July, 2012.

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

RECEIVED

AUG 15 2012

**CONTRACT
DEPARTMENT**

HEAVY & HIGHWAY CONSTRUCTION AGREEMENT

BETWEEN

YAHARA MATERIALS, INC.

AND

WISCONSIN TEAMSTERS JOINT COUNCIL NO. 39

FOR THE PERIOD

2011-2016

Yahara Materials, Inc. ("Yahara" or "Employer") and Wisconsin Teamsters Joint Council 39 ("Union") agree as follows:

1. Except as modified herein, Yahara adopts the terms and conditions of the Heavy & Highway Construction Agreement between the Union and the Wisconsin Transportation Employers Council dated April 29, 2011, as amended November 30, 2011 ("WTEC Agreement").
2. The following provisions and sections of the WTEC Agreement are modified as stated below:
 - a. Introduction. In any case where the WTEC Agreement uses the term "Employer" or "Contractor", those terms shall mean "Yahara Materials, Inc.". The parties recognize that Yahara has not delegated and does not delegate its bargaining authority to any multi-employer association or bargaining group.
 - b. Article 1. The terms of this Agreement between Yahara and the Union control over and supersede any contrary provision of the WTEC Agreement.
 - c. Article 4. Section 4.01 of the WTEC Agreement is deleted, and is replaced with the following:

This Agreement shall be binding until December 31, 2016 and from year-to-year thereafter unless terminated by written notice by either party to the other not less than ninety (90) days prior to the expiration date or any anniversary thereof. Since it is the intention of the parties to settle and determine, for the term of this Agreement, all matters constituting the proper subject of collective bargaining between them, it is expressly agreed that there shall be no reopening of this Agreement except as otherwise provided for in this Agreement.

- d. Article 7. Section 7.01(a) of the WTEC Agreement is deleted and is replaced with the following:

The Employer and the Union shall meet to discuss any grievance within 10 days after it is filed. If the grievance is not resolved, either party may move the grievance

ARTICLE 8. HEALTH, WELFARE AND PENSION

Fringe benefits (e.g., health and welfare and pension) which apply under the Heavy and Highway Agreement between Yahara Materials and Wisconsin Teamsters Joint Council No. 39 shall apply under this Contract to the extent applicable under that Heavy and Highway Construction Agreement except that the contributions for such benefits shall be at the following rates.

Pension:

June 1, 2011 \$50.50/Day
June 1, 2012 \$53.00/Day
June 1, 2013 \$55.10/Day
June 1, 2014 \$57.30/Day
June 1, 2015 \$59.60/Day
June 1, 2016 \$62.00/Day

In the event that the Employer is required to increase fringe benefit contributions, hourly wage rates shall be adjusted downward in an amount equal to the required contribution. The hourly equivalent of an increase in daily pension rates shall be calculated by dividing the increase by eight (8) hours.

ARTICLE 9. WAGES AND HOURS

Section 1. The following hourly rates of pay shall be paid to all employees covered by this Agreement on the effective dates shown for all work performed that is not covered by the Heavy and Highway Agreement.

May 1, 2011: \$17.50
June 1, 2012: \$18.00
June 1, 2013: \$18.00
June 1, 2014: Subject to Opener
June 1, 2015: Subject to Opener
June 1, 2016: Subject to Opener

On June 1, 2014 and again on June 1, 2015, this Article of this Addendum may be reopened by either party, upon written notice to the other party at least ninety (90) days prior to the reopener date, solely for the purpose of renegotiating the hourly wage rate for time periods following the applicable reopener date, including June 1, 2016 rates.

Should the Union, at any time, enter into an agreement covering aggregate supply within the area covered by this Agreement with lower hourly wage rates, the Employer shall be privileged to replace the wage rates in this Agreement with those from the more favorable agreement to the extent that agreement is applicable to the Employer's employees in the unit covered by this Agreement. In the event the Employer believes the Union has a more favorable agreement, written or unwritten, with another employer within the meaning of this provision, the Employer may request the Union to provide a copy of that agreement, or its terms, and the Union shall have an obligation to provide the Employer with that information.

COPY

RECEIVED

JUL 31 2012

YARUSSI CONSTRUCTION, INC.

CONTRACT
DEPARTMENT

WITNESSETH: This Agreement shall become effective as of July 1, 2012 and shall continue in effect to and including June 30, 2015 and thereafter from year to year, unless terminated at the option of either party upon written notice to the other, such notice to be not less than ninety (90) days prior to any such termination date. The term "Employer" shall be construed to mean the Company or Firm employing Truck Drivers and the term "Union" shall be construed to include the Truck Drivers Local Union No. 449 of Buffalo and vicinity, its officers, agents and members.

ARTICLE I - GEOGRAPHIC JURISDICTION

The geographic jurisdiction of this Agreement includes all Townships in ERIE County; all Townships in NIAGARA County, the southern boundary of Local No. 449 is to be construed as the Cattaraugus Creek extending from Lake Erie to the East, to Route 98, the Townships of Yates, Ridgeway and Shelby in ORLEANS County, the Townships of Alabama, Pembroke and Darien in GENESEE County, the Townships of Bennington, Sheldon, Java, and Arcade in WYOMING County.

ARTICLE II - DEFINITION

Highway and Heavy Construction, where referred to in this Agreement, is defined as including, but not limited to, the construction of roads, streets, alleys, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, athletic fields, highway bridges, railroad and street railway construction projects, sewers, water mains, grade separations, foundations, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevations, elevated highways, drainage projects, reclamation projects, water supply projects, water power developments, transmission lines, duct lines, pipelines, docks, dams, dikes, levees, revetments, channels, channel cut-offs, intakes, harbors, industrial sites, intake structures, sewage treatment plants, pure water works, water filtration projects, pure water works, water and environmental control projects, highways, grade crossings, curbs, culverts, railroad bridges, reservoirs, irrigation and flood control projects, locks, piers, pile driving, power plants, hydroelectric developments, pumping stations, and all earth moving.

This Agreement includes the external or outdoor site preparation for all projects involving excavation, grading, drainage, subgrade, paving and/or related work.

ARTICLE III - GENERAL PROVISIONS

1. The Union at all times agrees; as far as it is in its power; to further the interest of the Employer.

2. Dishonesty and incompetency shall be sufficient cause for discharge without notice.

notification.

2. The Employer shall not be liable to the labor organization or its members except when it fails to change an assignment in accordance with the resolution at Step 1 or Step 2, after written notification.

3. The resolution of the jurisdictional dispute at Step 1 or Step 2 shall in no instance increase the number of employees on the work involved.

ARTICLE XIV - HOSPITALIZATION & PENSION

1. Effective July 1, 2012 through June 30, 2015 the Employer shall be required to contribute 100% of the total cost of the Supreme Plan with all other benefits at the highest level for the length of the contract to Teamsters Council Health and Hospital Trust Fund Treasury on or before the tenth (10th) of the month following the month in which said money is accrued.

Effective 07/01/12 - \$353.80 per week, effective 01/01/13 - \$384.17 per week, effective 01/01/14 \$393.78 per week.

2. Company will deduct from employee's first day worked, per week, for contribution to the Central States, Southeast and Southwest Areas Pension Fund; as follows:

Effective 7/1/12 - \$132.80 per week, 1st day worked, effective 7/1/13 - \$138.10, effective 7/1/14 \$143.60.

3. A. Notwithstanding anything contained herein, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund, or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, and a notice of delinquency has been given to the Union by the Fund Office, the Union then, after providing the Employer with a twenty-four (24) hour notice of such delinquency in Health and Welfare and/or other Fund payments shall thereafter take strike action against such delinquent Employer until such delinquent payments and penalties are paid in full. The Union in suspending the operations of such defaulting Employer to compel enforcement hereof shall not be bound by any Arbitration or No Strike Clause in this Agreement.

B. If the Union, in order to collect contributions as provided by this Agreement, is required to remove employees from the Employer's operation after having complied with the procedure outlined in this Article, the Employer will be required to make such employees whole for any loss of wages attributable to such action.

C. Should employees covered by this Agreement suffer any loss in wages as a result of strike action taken by another recognized Building Trades Union to enforce the fringe benefit sections of their respective Agreement, then the employees covered by this Agreement shall be made whole,

AGREEMENT

BETWEEN

THE YORK GROUP

&

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

FOR THE PERIOD

JULY 18, 2012 THROUGH December 31, 2017

RECEIVED

JUN 21 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, dated July 18, 2012, by and between THE YORK GROUP, INC., Pittsburgh, PA (hereinafter referred to as the "Company" or "Employer") and the CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 135, of INDIANAPOLIS, INDIANA, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, OR ITS SUCCESSORS (hereinafter referred to as the "Union").

WITNESSETH: It is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE I - UNION RECOGNITION

The Company recognizes the Union, as the exclusive bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees in the following appropriate bargaining unit, who are the employees covered by this Agreement;

All over-the-road drivers who haul materials from the Company's Richmond, Indiana Assembly Plant; but excluding all office clerical employees, all over-the-road drivers who were hired before January 1, 2009 and were not covered by the parties' prior collective bargaining agreement, (unless and until any such driver hired before January 1, 2009 voluntarily elects to become a member of the Union, in which case that driver shall be included in the bargaining unit), all other employees, and all guards, professional employees and supervisors as defined in the Act.

Over-the-road drivers means all drivers employed by the Company who regularly make deliveries outside a fifty (50) miles radius from the Company's, Richmond, Indiana Assembly Plant.

To the extent the Company, in its sole discretion, assigns over-the-road drivers who are covered by this Agreement to haul materials from the Company's Richmond, Indiana Stamping Plant, the driver(s) shall be covered by the terms of this agreement when performing that work.

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

By execution of this Agreement, the Company authorizes the Employers who are signatories to collective bargaining agreements signed with Local 135 to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustee under such Trust Agreements, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such trustees within the scope of their authority.

ARTICLE XXXI - PENSION PLAN

Effective July 1st, 2012, the Employer shall contribute one hundred and forty-six dollars and ninety cents (\$146.90) per week for each employee covered by this Agreement who has obtained seniority.

Effective July 1st, 2013, the Employer shall contribute one hundred and fifty-five dollars and seventy cents (\$155.70) per week for each employee covered by this Agreement who has obtained seniority.

Effective July 1st, 2014, the Employer shall contribute one hundred and sixty-five dollars and (\$165.00) per week for each employee covered by this Agreement who has obtained seniority.

Effective July 1st, 2015, the Employer shall contribute one hundred and seventy-four dollars and ninety cents (\$174.90) per week for each employee covered by this Agreement who has obtained seniority.

Effective July 1st, 2016, the Employer shall contribute one hundred and eighty-one dollars and ninety cents (\$181.90) per week for each employee covered by this Agreement who has obtained seniority.

Effective July 1st, 2017, the Employer shall contribute one hundred and eighty-nine dollars and twenty cents (\$189.20) per week for each employee covered by this Agreement who has obtained seniority.

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

By 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's Trustees under such

Agreement thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees: within the scope of their authority.

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

If an employee is granted leave of absence, 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 case of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE XXXII - BEREAVEMENT PAY

An employee who is absent from work for the purpose of making funeral arrangements and attending the funeral of a member of his immediate family will be paid eight (8) hours pay at his regular rate or period not to exceed three (3) consecutive scheduled working days, which the employee would otherwise have worked, ending the day of the funeral, provided prompt notice of his intention to be absent is given to his foreman.

"Immediate family" shall include the employee's spouse, child, stepchild, foster child (if living in the employee's home) parent, grandparent, brother, sister, mother-in-law, or father-in-law.

ARTICLE XXXIII - JURY DUTY PAY

An employee who has completed his probationary period and who is required to perform jury service or to serve as a witness as prescribed by law, will receive, for each day of such service on which he would otherwise have worked for the Company the difference between eight (8) times his regular straight time hourly rate and the payment he receives for such service up to a maximum of forty (40) hours in any one (1) week.

ARTICLE XXXIV - SAFETY TRAINING AND EDUCATIONAL FUND

Effective January 1, 2013, the Employer agrees to pay the Indiana Teamsters Safety Training and Educational Trust Fund five cents (\$.05) for each hour worked by each

COLLECTIVE BARGAINING AGREEMENT

between

YOUNGBLOOD LUMBER COMPANY

and

**TEAMSTERS UNION LOCAL 120
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

May 1, 2014 through April 30, 2016

RECEIVED

JUN 23 2014

**CONTRACT
DEPARTMENT**

YOUNGBLOOD LUMBER COMPANY
COLLECTIVE BARGAINING AGREEMENT

Youngblood Lumber Company, hereinafter referred to as the Employer, and the Teamsters Union, Local 120, International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions:

1. **Union 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 listed classifications shall become members of the Union after thirty (30) working days of date of employment, signing of this agreement or effective date of this clause whichever is later. Employees who pay the Local Union's initiation fees (if any) and dues relating to the Union's representational function shall be deemed to have satisfied the membership in good standing obligation and shall be referred to herein as "covered employees."

2. **Check-Off:** The Employer agrees upon written authorization from the individual employee to deduct, the first payday of each month, the Union dues for the current month and promptly remit same to the Financial Secretary of the Union. The Employer further agrees, upon written authorization from the individual Employee, to deduct the initiation fee of the Union after the Employee has completed 30 days of employment and remit same to the Financial Secretary of the Union in the same manner as the dues deduction. The Union agrees to indemnify the Employer for any Union initiation fees or dues the Employer is obligated to refund as a result of complying with this provision.

3. **DRIVE Authorization and Deduction:** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE, 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.

4. **Job Steward:** The Employer recognizes the right of his Union employees to designate a Job Steward or Job Committee to handle such Union business as may from time to time arise.

5. **Granting Time Off:** The Employer agrees to grant the necessary time off without loss of seniority and without pay to any of his employees selected by the Union to attend an official Labor Convention as the Union's delegate or alternate, except that not more than one (1) employee may be off for this reason at the same time..

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

over 5 years seniority 5 months paid premium
over 6 years seniority 6 months paid premium

(c) If eligible, FMLA would apply and run concurrent with the above time frames. Once FMLA has expired, COBRA coverage would then begin and run concurrent with any remaining months.

(d) The employee will pay 22% of the Health and Welfare premiums. As allowable, the employee has the option to elect to have their medical premium payable on a Section 125 pre-tax basis. This option applies only to the medical portion of the total premium.

(e) The Employer agrees to reimburse the employee up to \$150 each year for expenses related to eye care and eye ware for the employee and family.

(f) An early retiree is an employee who is 57 years of age, but less than 65 years of age; who elects to retire; and who is accepted by the Central States Pension Plan for early retirement benefits. Early retirees may remain in the Midwest Construction & Distribution Industry Benefit Trust until their 65th birthday, or until they are eligible for Medicare, whichever is first. The coverage for such retirees shall include their eligible dependents, and shall be the same (Hospital, Surgical, Medical and Major Medical Insurance) as though they had remained active employees, except that their coverage shall not include Life Insurance, Disability 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 that there shall be no dependent dental coverage. In the event of the death of an early retiree before he or she becomes eligible for Medicare, his or her covered dependent shall have the same right to remain in the group as though the early retiree had died while actively employed. Employees who retire after 6/1/91 shall pay the same amount of insurance premium as all other active employees. The monthly cost of such benefits less employee's share of premium will be paid by the last participating Employer of the early retiree. 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 to be given to each employee.

31. Pension: The Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund for each employee who is subject to the union shop obligation in Article 1 of this Agreement, the amounts previously agreed to and set forth in the letter dated January 21, 2014, from Michael Hatala, Department Manager, Contracts, Central States Southeast and Southwest Areas Health and Welfare and Pension Funds. Employees shall contribute seven percent (7%) of the total contribution. The sum for each week the employee shows earnings on the Employer's payroll beginning the first full workweek which follows the employee's completion of an initial 30-day probationary period.

THIS AGREEMENT shall supersede and replace all previous agreements between the parties and shall remain in full force and effect from May 1, 2014, through April 30, 2016, 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 parties hereto have caused these presents to be duly executed this 1st day of May, 2014.

YOUNGBLOOD LUMBER COMPANY

BY

Redacted by U.S. Department
of the Treasury

TEAMSTERS UNION LOCAL 120.
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, AFL-CIO

Redacted by U.S. Department
of the Treasury

RECEIVED

JUN 23 2014

CONTRACT
DEPARTMENT

AGREEMENT

By and Between

**ZENITH SPRING
3116 W. Michigan St
Duluth, MN 55806**

and

**TEAMSTERS GENERAL LOCAL UNION NO. 346
Duluth, Minnesota**

**April 1, 2015
through
March 31, 2018**

RECEIVED

APR 14 2015

**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

THIS AGREEMENT made and entered into; to be effective the first day of March 1995 by and between ZENITH SPRING CO., hereinafter called the "Company" or the "Employer" and the TEAMSTERS GENERAL LOCAL UNION NO. 346 of Duluth, Minnesota, of the International Brotherhood of Teamsters, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union." The parties agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous labor agreements between the parties hereto.

TERMS AND RELATIONS: This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and employees agree to carry it out fairly.

ARTICLE 1

A. **RECOGNITION:** The Employer agrees to and does hereby recognize the General Drivers Local Union No. 346 of the International Brotherhood of Teamsters, and those persons authorized to and acting in behalf of said Labor Union.

B. **REPRESENTATION:** The Union shall be the sole representative of all production employees and working foremen in the Employer's Duluth Plant at 3116 West Michigan Street, excluding office personnel, supervisory personnel, guards and other employees, excluded by law in collective bargaining with the Employer, and there shall be no discrimination against any employee because of Union affiliation.

C. **UNION SECURITY:** All present employees who are members of the Local Union on the effective date of this Subsection shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Subsection, whichever is the later.

When the Employer needs additional men, it 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.

The exception to the above is when such employees are covered by the part-time language in Article 22.

However, such employees shall be eligible to participate in the health and welfare insurance plan on a self-pay basis in accordance with terms of the Master Plan which sets forth such eligibility criteria.

Seasonal or casual employees shall be defined to be employees who are used to covering situations such as vacations, peak or high-business periods, and/or replacements for absenteeism, leaves of absence, etc.

E. Part-time employees will not be permitted to work in the event any regular full-time employees are on layoff status or working less than eight (8) hours per day or forty (40) hours per week.

F. Currently employed part-time, seasonal or casual employees will be given first consideration for regular full-time job openings when they arise; provided such part-time employees are fully qualified to perform the regular job then available as determined by the Employer.

ARTICLE 21

GENDER: Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine gender in all situations when they would so apply. Whenever any words are used in the singular, they shall also be construed to include the plural in all situations when they would so apply.

ARTICLE 22

PENSIONS: Contributions and Effective Dates. The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund in accordance with the following provisions. Commencing with the 31st day of employment and by the Employer's and the Union's signatures to the participation agreement to the Central States, Southeast and Southwest Areas Pension Fund, the Employer agrees to contribute as follows:

Effective:	<u>April 1, 2015</u>	<u>April 1, 2016</u>	<u>April 1, 2017</u>
	\$149.30 (4%)	\$155.30 (4%)	\$161.50 (4%)

Contributions are to be made only for regular employees on the seniority list for any week in which the regular employee: (a) receives compensation from the Company regardless of the number of hours, if any, worked by him in such week or: (b) is absent

from work due to a compensable illness or injury for a period not exceeding one year for any one spell of compensable illness or injury.

With respect to part-time employees, casual, and seasonal, 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 calendar 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 23

HEALTH AND WELFARE: A. Life Insurance. Eligible employees will be provided \$15,000 of group life insurance. Eligibility for coverage will be determined in accordance with the master policy or policies,

B. The Employer shall contribute to the Teamsters Local 346 Health and Welfare Fund on a monthly basis, and agrees to maintain the current health insurance policy at no cost to the employees for the remaining years of this Agreement for each full time employee covered by this Agreement who has been on the payroll sixty (60) days or more. In the event the contribution to this Fund is increased during the term of this Agreement, the Employer agrees to make such additional contribution.

C. 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.

D. Possible Premium Payment Adjustment. The Company will continue to provide the coverages under Paragraphs B and C above. Effective January 1, 2012, any increase in health and welfare shall be borne solely by the employee. Effective April 1, 2015, the employees will be responsible for an additional \$5.70 per week for their health and welfare premium cost. Effective April 1, 2016, the employees will be responsible for an additional \$ 6.00 per week. Effective April 1, 2017, the employees will be responsible for an additional \$6.50 per week,

E. The Company is to provide Dental Insurance through Teamsters Local 346 Dental Plan at no cost to the employees for the term of this Agreement. If the Company changes the dental provider, the coverage will be equal to or better than that was

AGREEMENT

between

TRUCK DRIVERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 100

an affiliate of the
International Brotherhood of Teamsters

and

ZENTH LOGISTICS, INC.

9/ 28/14-9/24/22

RECEIVED

JAN 09 2015

CONTRACT
DEPARTMENT

ZENITH LOGISTICS, INC.

9/28/09-9/24/22

AGREEMENT

THIS AGREEMENT is entered into by and between Truck Drivers, Chauffeurs and Helpers Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the Union, and ZENITH LOGISTICS, INC., hereinafter referred to as the Employer, an Ohio corporation.

ARTICLE 1. SCOPE AND COVERAGE OF AGREEMENT.

The Employer recognizes the Union, its agents, representatives or successors, as the exclusive bargaining representative for its employees in the following bargaining unit: All truck drivers employed by ZENITH LOGISTICS, Inc., through its warehouse located at 98 Glendale-Milford Road, excluding all warehouse employees, clerical employees, office employees, maintenance employees, mechanics, professional employees, guards, supervisors as defined by the National Labor Relations Act, and all other employees of ZENITH LOGISTICS, Inc.

ARTICLE 2. UNION SECURITY.

The Employer will employ persons in the above-described categories who shall, as a condition of employment, maintain their membership in the Union on or after the 30th day following the beginning of their employment or following the effective date of this Agreement, whichever is later. To maintain membership in the Union for purposes of this Agreement, the employee need only present to the Union the periodic dues regularly and uniformly required of all members related to the Union's representational activities (financial core payor). The Union will hold the Employer harmless from any liability arising from complying with this Union security clause, or any attempt to comply with it. The Employer agrees to notify the Union of the name of each new employee hired within forty-eight (48) hours after he is hired.

ARTICLE 3. CHECK-OFF.

The Employer agrees to deduct from the earnings of all employees who have signed and delivered to it authorization cards, the monthly dues and regular initiation fee of the Union and remit such deductions to the Union not later than the 27th day of the month in which such deductions are made. Such deductions shall be made for a period of not less than one (1) year from the date that written authorization is furnished the Employer or until the termination of this Agreement, whichever occurs first. Upon proper written authorization therefor, the Employer agrees to make weekly deductions from the wages of employees covered hereby and to remit such deductions to the union-sponsored credit union monthly.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee paycheck.

of the summary plan description. However, in case of conflict as to the amount of Employer or employee payment, the provisions of this article apply.

ARTICLE 12. PENSION

The Employer agrees to contribute the amounts specified below per week per employee to the Central States Southeast and Southwest Areas Pension Fund for each employee who has been on the payroll of the Employer for 30 working days or more. Rates are:

Current	April 2015	April 2016	April 2017	April 2018	April 2019
\$204.70	\$217.00	\$225.70	\$234.70	\$244.10	\$253.90

Future contributions necessary to maintain participation in the plan will be maintained as long as the contract between the Employer and the Union calls for such contributions. In the event of an agreement to eliminate the Central States Pension this provision will be reopened.

If the employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 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 contribution shall not be paid for a period over 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 13. DEATH IN THE FAMILY.

Any employee covered by this Agreement shall be entitled to pay at his straight time hourly rate when he is obligated to absent himself from regularly scheduled work to attend a funeral of a member of his immediate family, subject to these conditions:

- (a) The employee must attend the funeral
- (b) Immediate family, for the purpose of this section, is defined to mean spouse, children, step children, step parents, parents, brothers, sisters, mother-in-law, father-in-law, grandparents and grand-children, brother or sister-in-law, son or daughter-in-law).
- (c) The employee will be granted 2 days' pay, (1 day for grandparents or grandchildren, brother or sister-in-law, son or daughter-in-law). A day's pay means 8 (10 hours if on a 10 hour schedule) hours times the employee's straight time hourly rate.
- (d) Additional unpaid time may be granted, at the discretion of management, if the funeral is not in the immediate area (150 miles), or other special circumstances exist.

ARTICLE 14. JURY DUTY.

Employees required to serve on a jury will be reimbursed as set forth in this Article. Subject to the other provisions of this Article, employees shall suffer no loss of regular straight time hourly pay for time necessarily lost due to jury service. To be eligible, the employee, must present the Employer satisfactory evidence of the dates and times of jury service and the amounts of pay which the employee is entitled to receive or has received. If an employee is excused from jury service for the day early enough to return to his regular shift, he shall do so. Employees who expect to be called for jury service shall notify the Employer as promptly as possible so that the Employer may make the necessary arrangements. The Employer expects each employee to perform his civic duty and serve when called; however, in exceptional cases the Employer

AGREEMENT

between

TRUCK DRIVERS, CHAUFFEURS AND HELPERS, Public Employees, Construction
Division-Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater
Cincinnati, Ohio
LOCAL UNION NO. 100

an affiliate of the
International Brotherhood of Teamsters

and

ZENITH LOGISTICS, INC.

11/09/14- 11/8/19

RECEIVED

JAN 09 2015

CONTRACT
DEPARTMENT

ZENITH LOGISTICS, INC.

11/09/14 ~ 11/8/19

AGREEMENT

THIS AGREEMENT is entered into by and between TRUCK DRIVERS, CHAUFFEURS AND HELPERS, Public Employees, Construction Division-Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio LOCAL UNION NO. 100 of the International Brotherhood of Teamsters, hereinafter referred to as the Union, and ZENITH LOGISTICS, INC., hereinafter referred to as the Employer, an Ohio corporation.

ARTICLE 1. SCOPE AND COVERAGE OF AGREEMENT,

The Employer recognizes the Union, its agents, representatives or successors, as the exclusive bargaining representative for its employees in the following bargaining unit: All warehouse employees employed by ZENITH LOGISTICS, INC., at its warehouse located at 98 Glendale-Milford Road, excluding all truck drivers, clerical employees, office employees, maintenance employees, mechanics, professional employees, guards, supervisors as defined by the National Labor Relations Act, and all other employees of ZENITH LOGISTICS, INC.

The term "Employee" as used in this Agreement shall include all persons employed by Zenith Logistics in or about the warehouses, docks and yards of the Employer and shall include all Employees engaged in handling, receiving, loading or unloading freight or merchandise and warehouse porters on the premises of the Employer.

ARTICLE 2. UNION SECURITY.

The Employer will employ persons in the above-described categories who shall, as a condition of employment, maintain their membership in the Union on or after the 30th day following the beginning of their employment or following the effective date of this Agreement, whichever is later. To maintain membership in the Union for purposes of this Agreement, the employee need only present the Union the periodic dues regularly and uniformly required of all members related to the Union's representational activities. The Union will hold the Employer harmless from any liability arising from complying with this Union security clause, or any attempt to comply with it. The Employer agrees to notify the Union of the name of each new employee hired within forty-eight (48) hours after he is hired.

ARTICLE 3. CHECK-OFF.

The Employer agrees to deduct from the earnings of all employees who have signed and delivered to it authorization cards, the monthly dues and regular initiation fee of the Union and remit such deductions to the Union not later than the 27th day of the month in which such deductions are made. Such deductions shall be made for a period of not less than one (1) year from the date that written authorization is furnished the Employer or until the termination of this Agreement, whichever occurs first. The company will provide to the union a weekly and monthly record of dues deducted from the employees pay checks, along with the monthly check-off.

The Company will distribute union-membership applications and check-off authorizations as provided by the union to all new hires.

The employee will be subject to discharge after fourteen (14) calendar days following the receipt of notification from the union that the employee is not in good standing.

Section 7. Vision Plan

The Company will provide a voluntary vision discount plan.

Section 8. Life Insurance

The Company will provide a life insurance policy that will provide $1\frac{1}{2}$ times base compensation up to 75,000.
The Company will bear the cost of this plan.

Section 9. Flex Spending

The Company will provide a C125 Flexible Spending Account for all employees.

Section 10. Summary Plan Description:

All rights, benefits, limitations and conditions of coverage of all eligible employees and dependents shall be governed by the summary plan description provided by the Employer, and the interpretation of all provisions of the summary plan description. However, in case of conflict as to the amount of Employer or employee payment, the provisions of this article apply. Additional all employees will be provided a certificate of coverage for the plan.

ARTICLE 12. PENSION

A) The Employer agrees to contribute the amounts specified below per week per employee to the Central States Southeast and Southwest Areas Pension Fund for each employee who has been on the payroll of the Employer for 30 working days or more. The Company and the Union will discuss any additional increases. Rates are:

Current	April 2015	April 2016	April 2017	April 2018	April 2019
\$194.70	\$206.40	\$214.70	\$223.30	\$232.20	\$241.50

Future contributions necessary to maintain participation in the plan will be maintained as long as the contract between the Employer and the Union calls for such contributions. In the event of an agreement to eliminate the Central States Pension this provision will be rewritten to conform to the agreement.

If the employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 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 contribution shall not be paid for a period over 12 months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

The company will provide a 401k plan to interested employees. Administrator will set up enrollment.

ARTICLE 13. DEATH IN THE FAMILY.

Any employee covered by this Agreement shall be entitled to pay at his straight time hourly rate when he is obligated to absent himself from regularly scheduled work to attend a funeral of a member of his immediate family, subject to these conditions:

- (a) The employee must attend the funeral.

AGREEMENT

between

TRUCK DRIVERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 135

an affiliate of the
International Brotherhood of Teamsters

and

ZENITH LOGISTICS, INC.

RECEIVED

OCT 02 2014

CONTRACT
DEPARTMENT

10/12/14 10/12/19

ZENITH LOGISTICS, INC.

10/1/14 - 10/1/19

AGREEMENT

THIS AGREEMENT is entered into by and between Truck Drivers, Chauffeurs and Helpers Local Union No. 135, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the Union; and ZENITH LOGISTICS, INC., hereinafter referred to as the Employer, an Ohio corporation.

ARTICLE 1: SCOPE AND COVERAGE OF AGREEMENT:

The Employer recognizes the Union, its agents, representatives or successors, as the exclusive bargaining representative for its employees in the following bargaining unit: All warehouse employees employed by ZENITH LOGISTICS, Inc., at its warehouse located at 7025 English Avenue, Indianapolis Indiana, 46219 excluding all truck drivers, clerical employees, office employees, maintenance employees, professional employees, guards, supervisors as defined by the National Labor Relations Act, and all other employees of ZENITH LOGISTICS Inc.

ARTICLE 2: UNION SECURITY.

The Employer will employ persons in the above-described categories who shall, as a condition of employment, maintain their membership in the Union on or after the 30th day following the beginning of their employment or following the effective date of this Agreement, whichever is later. To maintain membership in the Union for purposes of this Agreement, the employee need only present the Union the periodic dues regularly and uniformly required of all members related to the Union's representational activities. The Union will hold the Employer harmless from any liability arising from complying with this Union security clause, or any attempt to comply with it. The Employer agrees to notify the Union of the name of each new employee hired within forty-eight (48) hours after he is hired.

It is understood that the above language of Article, Section 2 is only effective to the extent it is permitted by Indiana State and Federal law.

ARTICLE 3: CHECK-OFF.

The Employer agrees to deduct from the earnings of all employees who have signed and delivered to it authorization cards, the monthly dues and regular initiation fee of the Union and remit such deductions to the Union not later than the 15th day of the month in which such deductions are made. Such deductions shall be made for a period of not less than one (1) year from the date that written authorization is furnished the Employer or until the termination of this Agreement, whichever occurs first.

Upon proper written authorization therefor, the Employer agrees to make weekly deductions from the wages of employees covered hereby and to remit such deductions to the union-sponsored credit union monthly.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to Local 135 D.R.I.V.E. Local 135 D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to Local 135 D.R.I.V.E., 1233 Shelby St, Indianapolis, Indiana 46203, on a monthly basis, in one check, the total amount deducted along with the name of each employee whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee paycheck. The Union will indemnify the Employer and hold it harmless from any liability in complying with this Article or attempting to comply with this Article.

Section 4: Termination of Coverage

1. Resignation or Discharge. Medical coverage will cease on the day of termination. All other coverage shall cease on the day of termination.
2. Layoff. When an employee is laid off, group coverage will:
 - a. Continue for 1 month following the month of layoff for life insurance;
 - b. Continue for 1 month following the month of layoff for medical coverage;
 - c. Will terminate immediately for accident and sickness weekly indemnity coverage;
3. Personal Leave of Absence. If an employee is granted personal leave of absence, group coverage (except accident and sickness weekly indemnity) shall continue for a period of 31 days. Medical coverage shall continue until the end of the month during which the 31st day occurs.
4. Illness, Injury or Medical Leave. Group coverage shall be continued for such period as the employee is totally disabled, provided that such continuation shall not exceed six continuous months.
5. Dependent Coverage Termination. Dependent coverage will terminate on the same date that the employee's coverage terminates.
6. Continuation at Employee or Dependent Cost. The Employer will provide continued group coverage under COBRA to the extent required by law.

Section 4: Medical Section 125 Plan

The Employer will establish a section 125 medical flex plan for employees.

ARTICLE 12. PENSION

- A) The Employer agrees to contribute the amounts specified below per week per employee to the Central States Southeast and Southwest Areas Pension Fund for each employee who has been on the payroll of the Employer for 30 working days or more. Rates are:

Current	April 2015	April 2016	April 2017	April 2018	April 2019
\$204.70	\$217.00	\$225.70	\$233.70	\$244.10	\$253.90

Contributions will be remitted to Central States by the 15th of the month:

If the employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 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 contribution shall not be paid for a period over 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:

AGREEMENT

between

TRUCK DRIVERS, CHAUFFEURS AND HELPERS,
LOCAL UNION NO. 89

an affiliate of the
International Brotherhood of Teamsters

and

ZENITH LOGISTICS, INC.

2/1/13- 2/1/19

RECEIVED

FEB 06 2013

**CONTRAL
DEPARTMENT**

ARTICLE 1 SCOPE OF AGREEMENT

This AGREEMENT is entered into by and between General Drivers, Warehousemen & Helpers Local Union 89, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the Union, and Zenith Logistics, Inc., hereinafter referred to as the Employer, an Ohio corporation.

SECTION 1.1 – SCOPE AND COVERAGE OF AGREEMENT

The Employer recognizes the Union, its agents, representatives or successors, as the exclusive bargaining representative for all employees in all work and in all classifications as done previous to Zenith securing said work in the following bargaining unit: All warehouse employees employed by ZENITH LOGISTICS, INC., at its warehouse located at 2000 Nelson Miller Parkway, excluding all building maintenance employees represented by SEIU Local Union 320, clerical employees, office employees, professional employees, guards, and supervisors as defined by the National Labor Relations Act.

SECTION 1.2 – Successors & Assigns

The Employer's obligations under this Agreement 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 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 such 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, consolidation or spin-offs or any other method by which business is transferred.

Corporate re-organizations by the 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.

In the event the Employer fails to require the purchaser, the transferee or lessee to agree 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, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operations covered by this Agreement or any part thereof may be transferred.

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 negotiation known to the public or executes a contract or transaction as herein described whichever first occurs. The union shall also be advised of the exact nature of the transaction, not including financial details.

ARTICLE 40 MOVING EXPENSES

SECTION 40.1 - Moving Expenses

In the event a full-time employee accepts a transfer rather than a permanent layoff due to the closing or moving of the operation to another geographical area, the Employer will reimburse an employee so transferring for the cost of transporting household furnishings, not to exceed seventy-five hundred (7,500) pounds.

SECTION 40.2 - Mileage Reimbursement

The Employer will reimburse such employee transferring at the rate of fifteen cents (\$.15) per mile for two (2) round trips from the new location to the former location.

SECTION 40.3 - Voluntary Redomiciling

The above provisions set forth in Sections 40.1 and 40.2 do not apply where an employee is redomiciled due to a voluntary bid.

ARTICLE 41 PENSIONS

SECTION 41.1 - Coverage

Each full-time and casual employee covered by this Agreement, who has been employed for thirty (30) days or more and is on the regular seniority list, and each casual, temporary or any other non-regular who has worked over 1,000 hours in any 12 month period will be covered by the Central States, Southeast and Southwest Areas Pension Fund.

SECTION 41.2 - Contributions

The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the following amounts per location:

Louisville Weekly						
February 1 2013	April 1 2013	Mar 30 2014	Mar 29 2015	Mar 28 2016	Mar 27 2017	April 1 2018
\$221.10	\$229.94	\$239.14	\$248.71	\$258.66	\$269.01	MOB

SECTION 41.3 - Trust Agreement

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

accordance with the Trust Agreement, and rules adopted. Their signatures to this collective bargaining agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

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

If an employee is absent because of illness or off-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 Agreement shall be covered by the provisions of this paragraph once they have worked over 1,000 hours in a 12 month period, except for grocery warehouse employees hired after 12/12/05 who are covered after 30 days. The dates set forth in Section 41.2 regarding the dates of increase for pension contributions are subject to approval by the Pension Fund Trustees.

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

ARTICLE 42 HEALTH CARE

SECTION 42.1 – Health Benefits

Central States modified C-4

The Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund for each employee performing work covered under this Agreement who has been on the payroll for thirty (30) calendar days.

Effective March 31, 2013 the Employer shall contribute \$124.90 per week for employee only, \$163.10 per week for employee plus child, \$252.20 per week for employee plus spouse, or \$338.70 per week for family coverage.

05:31:14

THIS AGREEMENT ENTERED INTO BY AND BETWEEN
CHAUFFEURS, TEAMSTERS, WAREHOUSEMAN
AND HELPERS LOCAL UNION NO. 135
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

AND

ZIMMERLY READY MIX COMPANY

MARCH 31, 2013 THROUGH MARCH 30, 2016

RECEIVED
JUN 24 2013
CONTRACT
DEPARTMENT

PREAMBLE

The ZIMMERLY READY MIX COMPANY, hereinafter referred to as the Employer, and the CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 135, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1

UNION SHOP

1.1 The Company recognizes and acknowledges that the Union shall be the exclusive representative of all employees in the classification of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

1.2 As a condition of continued employment, all persons who are hereafter employed by the Company in the units subject to this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the effective date of this Agreement, whichever is the later, that the continued employment by the Company in said units of employees who are already members in good standing of the Union shall be

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

ARTICLE 25

PENSION PLAN

25.1 Effective March 31, 2013, 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.

25.2 Effective March 31, 2013, the employer shall remit the sum of Twenty-Three Dollars and Seventy Cents (\$23.70) per day for each day worked.

25.3 Effective March 31, 2014, the employer shall remit the sum of Twenty-Four Dollars and Sixty cents (\$24.60) per day for each day worked.

25.4 Effective March 31, 2015, the employer shall remit the sum of Twenty-Five Dollars and Sixty cents (\$25.60) per day for each day worked:

25.5 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 Agreement to which Employers who are party to this Agreement are also parties.

25.6 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.

25.7 If an employee is injured on the job, the Employer shall continue 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.

25.8 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 rate, or more, and regardless of the manner of computation of owner-driver compensation.

25.9 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 for the Employer but not under the provisions of this contract; and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in case of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TWIN CITIES BAKERY DRIVERS HEALTH & WELFARE
AND PENSION FUNDS;
TEAMSTERS LOCAL UNION NO. 289

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION,
LOCAL 12, AFL-CIO

AUGUST 1, 2010
Through
JULY 31, 2015

RECEIVED

AUG 23 2011

CONTRACT
DEPARTMENT

In order to insure the utmost cooperation and understanding between the Twin Cities Bakery Drivers Health & Welfare and Pension Funds, Teamsters Local 289 and Office & Professional Employees International Union, Local 12, the following provisions have been designed in order that the machinery of organized labor might function as smoothly as possible for the betterment of workers everywhere. The foregoing parties to this Agreement agree to abide by the following policies covering wages, hours and working conditions

ARTICLE 1 GENERAL PROVISIONS

Section 1. The Union shall be the sole representative of those classifications of employment covered by this Agreement in collective bargaining with the Employer.

Section 2. The Employer agrees not to enter into any Agreement or Contract with Employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 3. There shall be no discrimination against any Employee because of Union affiliation.

Section 4. Upon the execution of this Agreement, all Employees or those who may hereinafter become Employees in the service of the Employer (in the classifications herein noted) who are not members of the Union, shall as a condition of employment make immediate application and become members as soon as they have completed thirty (30) calendar days in the service of the Employer and must remain members in the Union during the life of this Agreement. For the purposes of this Article membership in the Union shall mean the tendering of periodic dues and initiation fees uniformly required of all members.

Section 5. The Employer and the Union agree that problems arising within the ranks of organized labor shall be settled within the confines of the labor movement. It is further agreed that the Employer is not, due to its economic and organizational character, an Employer in the ordinary sense of the term. It is also agreed that the Employer and the Union have mutual interest since they are both part of the American Labor Movement. Both parties to this Agreement shall feel free to call upon one another for advice and assistance in all matters relating to organized labor.

Section 6. 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.

Section 7. If the Employer requires Employees to be bonded, premium on the bond shall be paid by the Employer.

ARTICLE 13
HEALTH/WELFARE-PENSION

Section 1. The Employer shall pay the necessary cost to provide coverage for all Agreement Employees in the Hospitalization, Dental, Vision Care and A&S short term benefit plans.

Section 2. All eligible Employees shall be covered by the Central States Pension Plan. The weekly contribution level, which shall be .18; shall be paid by the Employer.

The Employer shall also contribute, at the highest Employer rate, to the Twin Cities Bakery Drivers Pension Plan.

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 full weekly contributions for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

If an Employee is injured on the job, the Employer shall continue to pay the required full weekly contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first week after contributions for active employment cease. The Employer shall also contribute, at the highest Employer rate, to the Twin Cities Bakery Drivers Pension Plan.

ARTICLE 14
DEATH BENEFITS

Section 1. In the event of the death of an Employee, all benefits accumulated by said Employee (with the exception of sick leave accrual) up to the time of demise shall be paid said Employee's beneficiary(s).

ARTICLE 15
MERGER OR CONSOLIDATION

Section 1. In the event of a merge or consolidation affecting Employees covered by this Agreement, the O.P.E.I.U. Local 12 office shall be notified in writing prior to the finalization of such merge or consolidation. Following notification, the parties to this Agreement shall meet and attempt to resolve the matter in a manner which is satisfactory to the surviving Local Union and the affected Employees.

Section 2. It is understood that when Employer units are merged, dovetailing of the seniority lists shall be done and the resultant merged unit Employees having the qualifications and the ability to perform the jobs shall be selected from the dovetailed seniority listing - i.e. - from top seniority listing downward. Employees not selected from this list shall be placed on lay-off status and subject to revised Section 4, Article 5 of the Agreement.

AGREEMENT BETWEEN
TEAMSTERS LOCAL UNION NO. 688
St. Louis, MO



AND

JOINT COUNCIL #13

JUNE 1, 2008
through
MAY 31, 2011

RECEIVED

SEP 17 200

**CONTRACT
DEPARTMENT**

A G R E E M E N T

This AGREEMENT, dated as of the 1st day of JUNE, 2008, by and between JOINT COUNCIL #13 or their successors located in ST. LOUIS, MISSOURI, hereinafter called the "EMPLOYER" party of the First Part and TEAMSTER'S LOCAL UNION NO. 688, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA or its successors, party of the Second Part, hereinafter called the "UNION", is for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto:

ARTICLE I RECOGNITION

Section 1. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive Bargaining Agency for all of the employees of the Employer as described in APPENDIX "A".

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 REPRESENTATION

The Union shall be represented by a Shop Steward on the basis of one (1) Steward for each twenty-five (25) employees or major part thereof with a minimum of one (1) Shop Steward. The Shop Steward shall be selected in any manner determined by the Union. The name of the Steward shall be certified in writing by the Union to the Employer.

ARTICLE XXV VACATIONS

Section 1. It shall be the policy of the Company to give vacations with pay to all employees on the seniority list who are actively at work in the calendar year preceding the year for which the vacation is due.

Section 2. Employees shall receive vacations as follows:

1 year seniority	-	1 week vacation
2 years seniority	-	2 weeks vacation
5 years seniority	-	3 weeks vacation
10 years seniority	-	4 weeks vacation
15 years seniority	-	5 weeks vacation

An employee shall receive the aforementioned vacations in the calendar year in which he achieves the seniority as listed.

Section 3. Vacation pay shall be figured at the employee's regular straight time hourly rate and shall be computed a forty (40) hours. Vacation pay shall be paid prior to vacation. There shall be no pay in lieu of vacations.

Section 4. It is also agreed that whenever a holiday falls within an employee's vacation period, such employee shall be granted an additional day of vacation with pay.

Section 5. Any employee (or beneficiary) leaving the service of the Employer shall receive all accumulated vacation benefits, on a pro rata (seniority) basis at the time he leaves.

Section 6. Vacations shall be taken throughout the calendar year. A vacation list will be posted by January 1st of each year showing the number of employees who can be on vacation at one time. The employees shall bid on vacation by seniority. Vacation bids of five (5) days or more will be bid prior to the daily bid. If a vacation is split, the employee will have one bid and go to the bottom of the bid list. The bidding is to be completed by March 1st.

ARTICLE XXVI PENSIONS

Effective June 1, 2008 the Employer agrees to maintain the contributions to the Central States Pension Fund (Car Haulers Pension Fund) for the life of this Agreement. The Employer also agrees to pay any increases deemed necessary by said fund during the course of this Agreement to maintain plan for said employees,

whichever is the better of the two plans.

The Employer thereafter (but for a period not exceeding the termination of this contract) agrees to contribute to the said Central States Pension (Car Haulers Pension Fund) such amount or amounts as are or may be in the future from time to time required to be paid by other contributory Employers to said Fund for each employee covered by the Central States Area Local Cartage Agreement.

This Fund shall be the Central States Pension (Car Haulers Pension Fund). The Union and the Employer agree to be bound by, and hereby assent to all of the terms of the Trust Agreement creating said Central States Pension (Car Haulers Pension Fund), all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted. Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer 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 with the terms of the Trust Agreement. The Employer agrees that it will execute said attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

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

ARTICLE XXVII TRANSFER OF COMPANY TITLE OR INTEREST

The Employer agrees that in the event the work performed is transferred to another Employer, the employees presently performing the work will be allowed to follow the work and shall

'2005 - 2007'

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MICHIGAN TEAMSTERS JOINT COUNCIL #43.

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 42, AFL-CIO

EFFECTIVE: JANUARY 1, 2005 -

EXPIRATION: DECEMBER 31, 2007 -

RECEIVED

NOV 21 2005

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT to be effective this 1st day of January, 2005, by and between **MICHIGAN TEAMSTERS JOINT COUNCIL #43**, located in the Teamsters Complex at 2741 Trumbull, Detroit, MI 48216, hereinafter referred to as the "Employer", and **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL UNION NO. 42, AFL-CIO**, hereinafter referred to as the "Union".

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure the employees concerned a living wage, fair and reasonable conditions of employment and to provide methods for fair and peaceful adjustments of all disputes which may arise between them so as to secure uninterrupted operations of the office involved.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1 - RECOGNITION

Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees, other than the elected officers of the International Brotherhood of Teamsters, within the jurisdiction of the Union and covered by this Agreement.

Section 2. The Employer agrees that all employees covered by this Agreement, shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement become and remain good standing members of the Union.

Section 3. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall become and remain good standing members of the Union after completion of their probationary period as specified in Article 3, Section 1.

Section 4. The Employer agrees that when a "regular part-time employee" has worked thirty (30) days within a ninety (90) calendar day period, said employee shall become and remain a good standing member of the Union while employed.

Section 6. Employees who have completed the wage progression will receive the following:

January 1, 2005	an additional 89¢ per hour
January 1, 2006	an additional 29¢ per hour
January 1, 2007	an additional 29¢ per hour

ARTICLE 18 - FUNERAL LEAVE

Section 1. In cases of death in the immediate family an employee shall be granted a leave of absence of up to three (3) days with pay for the purpose of attending the funeral. This leave of absence will not be charged against sick leave.

Section 2. For the purpose of this Agreement, the immediate family shall be defined as: spouse, child, sibling, mother/father-in-law, employee's grandparents and employee's grandchildren. Employees shall be given one (1) day leave of absence with pay in the event of the death of the employee's brother/sister-in-law.

Section 3. The Employer may grant additional unpaid bereavement days as circumstances permit.

ARTICLE 19 - JURY DUTY

Employees who are subpoenaed for jury duty shall be paid the difference between their regular straight-time daily earnings and the amount earned for such jury duty, upon presenting proper documentation from the court clerk.

ARTICLE 20 - HEALTH & WELFARE AND PENSION

The Employer agrees to contribute the maximum coverage with the Michigan Conference of Teamsters Welfare Fund for each employee covered by this Agreement who is on the regular seniority list.

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

The Employer agrees to cover all employees covered by this Agreement under the Central States Southeast and Southwest Areas Pension Fund Program available to the National Master Freight Agreement members who are on the regular seniority list.

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.

Contributions to the Health & Welfare Fund and to the Pension Fund must be made for each week on each regular employee, including paid vacations.

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

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

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

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

By execution of this Agreement, the Employer authorizes the Employer's Associations who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the 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 21 - MANAGEMENT CLAUSE

The management of the business in all its phases and details shall remain vested in the Employer. The Secretary-Treasurer reserves the right to do all the bookwork required in the Secretary-Treasurer's manual provided by the International Brotherhood of Teamsters.

ARTICLE 22 - DUTIES OF OFFICE MANAGER

It shall be the responsibility of the Office Manager to direct all phases of work performed within the office. The Office Manager shall receive assignments from the President, Secretary-Treasurer, Business Representatives and designated staff representatives, and shall assign and supervise the work throughout its various phases to completion. The Office Manager shall see that all work is completed on schedule.

All office personnel shall take direction from the Office Manager and the Office Manager shall be responsible for the quality and quantity of work performed by the staff.

Michigan Teamsters Joint Council No. 43
ACCOUNT NO. 8795500-0100

LETTER OF UNDERSTANDING AND AGREEMENT

The parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular, full-time employees after they have been on the Employer's payroll for 30 calendar days.

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

Michigan Teamsters Joint Council No. 43

Redacted by U.S. Department
of the Treasury

Date:

8/7/92

OPEIU - Local 43, AFL-CIO

Redacted by U.S. Department
of the Treasury

By

Tl

Date:

8-27-92

08/10/92 15:43 20:02 NO:071

313 961 6970

MICHIGAN TEAMSTERS

OFFICE CLERICAL AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 71, EMPLOYER

And

COMMUNICATION WORKERS OF AMERICA #3695 UNION

For the period of

April 1, 2008

Through

March 31, 2013

RECEIVED

APR 14 2008

CONTRACT
DEPARTMENT

OFFICE CLERICAL AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 71 EMPLOYER

And

COMMUNICATION WORKERS OF AMERICA #3695 UNION

For the period of

April 1, 2008 through March 31, 2013

AGREEMENT

THIS AGREEMENT made and entered into this first day of April, 2008 by and between TEAMSTERS LOCAL UNION NO. 71 hereinafter referred to as the "Employer", and COMMUNICATION WORKERS OF AMERICA #3695, hereinafter referred to as the "Union".

WITNESSETH

This agreement entered into for the purpose of promoting harmony and cooperation between the employees and the Employer as represented by the contracting parties being desirous of preventing strikes, and establishing equitable wage scales and working conditions of employees of the Employer and to facilitate peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees.

NOW THEREFORE, in consideration of the promises and of the mutual agreements herein contained to be performed by the parties hereto respectively, it is agreed as follows:

ARTICLE I - RECOGNITION:**Section 1 - Scope of Recognition.**

The Employer agrees to recognize the Union as the exclusive bargaining representative for all office clerical employees and building maintenance employees employed at its 5000 North Tryon Street, Charlotte, North Carolina or any other location within the jurisdiction of Teamsters Local 71, as one bargaining unit.

Section 2 - Extra Contract Agreements

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3 - Transfer or Merger of Local Union Interests

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the operations of the Employer shall be transferred to any other location, or merged with any other Local Union or party, in whole or in part, the terms, conditions, and benefits of this Agreement shall continue to be in effect for the life thereof.

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

• Section 8

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non-occupational injury, or within the first six (6) months of accumulative absence due to occupational injury.

ARTICLE 30 - FUNERAL LEAVE

In the event of a death in the immediate family of a full-time employee, the employee shall be guaranteed up to a maximum of four (4) days off with pay to attend the funeral. Two (2) days guaranteed pay regardless of day of death or day of funeral. Each day of funeral pay shall be paid at the regular daily rate of pay at the employee's current hourly rate.

The employee's family means spouse, son, daughter, father, mother, brother, sister, mother-in-law, or father-in-law and/or any relative residing in the household of the employee.

ARTICLE 31 - HEALTH AND WELFARE

The Employer agrees to make contribution to the Central States, Southeast and Southwest Areas Health and Welfare Fund for each full-time employee a sum equal to the plan in effect for the other full time employees of Teamsters Local 71.

By the execution of this Agreement, the Employer authorizes the Employers' 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 such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks beginning with the first week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to 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 Health and Welfare during the period of absence.

ARTICLE 32 - PENSION

The Employer agrees to make contributions to the Central States, Southeast and Southwest Areas Pension Fund for each full-time employee to the plan in effect for all other full time employees of Teamsters Local 71.

By the execution of this Agreement, the Employer authorizes the Employers' 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 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 beginning with the first week after contributions for active employment ceases.

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

If an employee is granted a leave of absence, 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 33 - SICK LEAVE

The existing sick leave program in effect at the time of the signing of this Agreement shall be set out below:

- 1) Employee will have five (5) days' sick leave from April 1st through March 31st of each contract year.
- 2) Any part of the unused sick leave, as outlined in 1) above shall be paid on March 31st of each year at the employee's regular rate of pay for each unused day.
- 3) Any employee unable to work because of illness or injury, after using their initial five (5) days' sick leave as outlined in 1) above, shall continue to draw their full weekly salary and benefits, for up to three (3) weeks. At the end of three (3) weeks, if the employee is unable to return to work, they will then qualify for their Central States Health and Welfare Benefits.

ARTICLE 34 - FAMILY MEDICAL LEAVE

All employees who work for the Employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Eligible employees are entitled to up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child for foster care;
2. To care for a spouse, child, or parent of the employee due to a serious health condition; or
3. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave.

The Employer may require the employee to substitute accrued paid vacation or other paid leave for part of the twelve (12) week leave period.

The employee is required to provide the Employer with at least thirty (30) days' advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable.

The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion from a health provider selected by the first and second opinion health care providers, at the Employer's expense, may be sought, which shall be final and binding. Failure to provide certification shall cause any leave taken to be treated as an unexcused absence.

ASSOCIATION AGREEMENT

By and Between

**GENERAL DRIVERS, WAREHOUSEMEN AND
HELPERS, LOCAL UNION NO. 89
(AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS)**

and

**LOCAL UNION NO. 89 BUSINESS AGENTS,
OFFICE/CLERICAL, ORGANIZERS, AND STAFF
ATTORNEY ASSOCIATION**

Effective Dates

August 1, 2003 - July 31, 2008

THIS AGREEMENT is to be effective this 1st day of August, 2003, by and between GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION 89, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Employer"), and LOCAL 89 BUSINESS AGENTS, OFFICE/CLERICAL, ORGANIZERS, STAFF ATTORNEY ASSOCIATION (hereinafter referred to as the "Association");

PURPOSE

The parties hereto desire to cooperate in establishing conditions which will secure a living wage, fair and reasonable conditions of employment, and to provide methods for a fair and peaceful adjustment of all disputes which may arise between them and to otherwise secure quality representation of the member of General Drivers, Warehousemen and Helpers, Local Union 89.

ARTICLE I. RECOGNITION

Section 1. The employer agrees to recognize the Association as the exclusive collective bargaining agent for all business agents, office/clerical employees, organizers, and staff attorneys employed by the Employer.

Section 2. The Employer agrees that all current office/clerical employees and all business agents covered under this Agreement shall, as a condition of employment, thirty-one (31) calendar days from the effective date of this Agreement, become and remain members of the Association in good standing.

Section 3. All business agents, office/clerical employees, organizers, and staff attorneys hired subsequent to the effective date of this Agreement shall become and remain members of the Association in good standing after completion of their respective probationary periods.

for alcohol or drug abuse. Any leave, upon written application for cause, may be extended upon approval of the Principal Officer of the Employer.

ARTICLE XIII. FUNERAL LEAVE

The Employer agrees to grant a reasonable period of time off to any employee for the purpose of attending funerals of any member of the employee's family, all without loss of pay.

ARTICLE XIV. JURY DUTY

The Employer agrees to pay an employee who has served as a juror the difference between his earnings as a juror and the straight time earnings he would have realized had he worked his regularly scheduled work day or week. In order to be eligible for payment, the employee must present proper records from a court clerk verifying their participation.

ARTICLE XV. HEALTH AND WELFARE

The Employer agrees to maintain Central States health and welfare insurance on the employees covered by this Agreement, all without cost to the employees and at a level necessary to maintain the highest level of benefits for the duration of this Agreement.

ARTICLE XVI. PENSION

The Employer agrees to continue the Central States Pension Fund all without cost to the employees and at a level necessary to maintain the highest level of benefits for the duration of this Agreement.

ARTICLE XVII. SUBCONTRACTING

For purposes of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of any kind covered by, or presently performed by, or hereinafter assigned to the Association bargaining unit will be permanently subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any person or non-Association employee. However, as is established, conveyed, and outlined in Article II of this Agreement, the Employer retains the right to temporarily subcontract, transfer, lease, assign, or convey in whole or in part to any person or non-

AGREEMENT

BETWEEN

DETROIT TEAMSTERS TEMPLE ASSOCIATION

AND

TEAMSTERS, LOCAL UNION 51

JANUARY 2, 2007 THROUGH JANUARY 2, 2011

This agreement is made and entered into this 2nd of January, 2007 by and between Detroit Teamsters Temple Association, located at 2741 Trumbull Avenue, Detroit, Michigan, hereinafter referred to as the "Employer" and the Bakery Laundry, & Linen Salesmen, Drivers, Warehousemen and Helpers Local Union No. 51, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union," of the City of Detroit and Vicinity.

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure the employees concerned a living wage and fair reasonable conditions of employment and to provide methods for fair and peaceful adjustments of all disputes which may arise between them so as to secure uninterrupted operations.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE I

RECOGNITION

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the maintenance employees.

SECTION 2. The Employer agrees that all employees covered by this Agreement, shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.

SECTION 3. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall become and remain members of the Union in good standing after completion of the probationary period (as explained in Article III, Section 1).

SECTION 4. The Employer agrees to deduct union initiation fees and dues from wages of each employee. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly, provided, however, that the Union presents to the Employer proper authorization signed by each employee authorizing such deductions and payments to the Union.

ARTICLE II

WORK SCHEDULE

SECTION 1. Eight (8) hours shall constitute one (1) full day's work; forty (40) hours shall constitute one (1) full week's work, Monday through Friday, inclusive. Each employee shall be obligated to work other occasional days as established by past practice.

SECTION 3. Funeral Leave. In case of death in the immediate family an employee shall be granted a leave of absence of up to three (3) days with pay for the purposes of attending the funeral or making a bona fide effort to do so. This leave of absence will not be charged against sick leave. For the purpose of this Agreement, the immediate family shall be defined as: Spouse, parent, children, brother, sister, mother-in-law, father-in-law, employee's grandparents and employee's grandchildren. Employees shall be given one (1) day leave of absence with pay in the event of the death of the employee's brother-in-law and sister-in-law.

The Employer may grant additional unpaid bereavement days as circumstances permit.

SECTION 4. Jury Duty. Employees who are subpoenaed for jury duty shall be paid the difference between their regular straight-time daily earnings and the amount earned for such jury duty, upon presenting proper records from the court.

SECTION 5. In the event that the Friday regular pay day falls on a scheduled holiday, then salaries due will be paid on Thursday of that week.

ARTICLE XVII

HEALTH & WELFARE AND PENSION

SECTION 1. The Employer agrees to continue to promote maximum coverage for health and accident insurance for the employees covered by this Agreement under the prevailing plans now existing within their respective classification who are on the regular seniority list.

SECTION 2. Once an employee has completed thirty (30) working days, the Employer will pay premiums from the first (1st) Saturday of the following week.

SECTION 3. The Employer agrees to cover all employees covered by this Agreement under the Central States Pension as follows:

Effective 06/01/2006	\$ 91.00 per week
Effective 06/01/2007	\$ 97.40 per week
Effective 06/01/2008	\$104.20 per week
Effective 06/01/2009	\$111.50 per week
Effective 06/01/2010	\$119.30 per week

SECTION 4. 401 K Effective January 2, 2007, the Employer agrees to make weekly contributions to the Teamsters Credit Union 401-k plan for each employee in the amount of \$20.00.

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 17, AFL-CIO**

AND THE

**TRUCK DRIVERS UNION, LOCAL 407
IBTCW&H**

JANUARY 1, 2013 – DECEMBER 31, 2017

RECEIVED

JAN 21 2014

**CONTRACT
DEPARTMENT**

This Agreement is made and entered into this 1STth day of January 2013 at Cleveland, Ohio by and between the TRUCK DRIVERS UNION, LOCAL NO. 407, (BTCW&H, hereinafter referred to as the "Employer" and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 17, hereinafter referred to as the "Union"

ARTICLE I. RECOGNITION:

Section 1. The Employer agrees to recognize OPEIU Local No. 17 as the sole exclusive collective bargaining representative for all regular full-time and part-time office clerical employees.

ARTICLE II. UNION SECURITY. DUES CHECK OFF:

Section 1. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members in good standing of the Local Union as a condition of employment on and after the 31st working day following the effective date of this subsection or the date of this Agreement, whichever is the later. Any employee who failed to acquire, or thereafter maintain membership in the Union as herein provided, shall be terminated seventy-two (72) hours after her Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been and is continuing to be, offered to such employee on the same basis as all other members, and further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act.

Section 2. When the Employer needs additional help, he shall give the Local Union 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 3. Any employee hired as a seasonal, casual or part-time worker (with approval of Local 407 Executive Board) shall not become a seniority employee under this contract where it was agreed by the Union, the Employer and the employees that they were hired for seasonal, casual or part-time work. Casual or part-time as used herein are meant to cover situations such as replacements for absenteeism and vacations.

Section 4. The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fee/or uniform assessments of the Local Union having jurisdiction, all such deductions prior to the end of the month for which deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the

- (b) The Arbitrator shall have no power to add to, delete from or modify any of the terms of this Agreement, but shall have the power to decide disputes involving the interpretation of or application of any language in this Agreement.
- (c) The Arbitrator shall have no power to establish new or different language for this Agreement or to change any existing wage rates or fringe benefits.
- (d) All claims for back wages shall be limited to the amount of wages the Employee otherwise would have earned less any unemployment compensation or earnings he/she may have received during the period in question.

Section 2. All grievance settlements reached between the Union and the Employer shall be final, conclusive and binding on the Employer, the Union and the Employee. This shall not preclude settlements by mutual agreement which are non-precedent setting. All decisions of Arbitrators shall be final, conclusive and binding on the Employer, the Union and the Employee. Both the Union and the Employer shall forthwith implement such arbitration decisions and grievances settlements.

Section 3. A failure of either party to implement an arbitrators' decision shall be grounds for jurisdiction in any court of competent jurisdiction for specific performance. If the order of the court upholds and enforces such decision, the losing party shall, as part of the court order, be required to pay reasonable attorney fees, expenses and court costs to the prevailing party.

ARTICLE IX HEALTH & WELFARE AND PENSION:

Section 1. The office personnel will be covered in the Teamsters National 401K Savings Plan. The Employer contribution sum to be equal to one (1) weeks salary, paid three (3) times per year (April, August, and December). A fractional part of a year of employment shall be treated as a year of employment and in the event no salary was earned during said period, the amount contributed to the employee's account shall be equal to the amount credited during a period of employment. New employees will become eligible for contributions after completion of 1,000 hours of service, and their contributions will start with the next regular employer remittance.

Section 2. Health and Welfare contributions to be increased each year of the contract as negotiated under the National Master Freight Agreement to maintain Plan C6 (or highest plan negotiated) and paid into the Central States Health & Welfare Fund. Contributions to be paid in full by employer.

Section 3. Pension contributions to be increased as negotiated under the National Master Freight Agreement Pension Benefits for Local Unions/Class 18 (or highest plan negotiated) and paid into the Central States Pension Fund. Contributions to be paid in full by employer.

Section 4. Section 1, 2, and 3 apply except when an employee is on a granted leave of absence. In that event, an employee may make the required H & W and Pension contributions to the Employer to maintain the necessary coverage for the leave of absence period.

Section 5. "Regular employee" means one regularly working the required hours of thirty-five (35) hours each week.

Section 6. There shall be no discrimination for sex, race, color, national origin or age.

ARTICLE X DURATION OF AGREEMENT:

This Agreement shall remain in full force and effect for a period of five (5) years, January 1, 2013 through December 31, 2017 with the exception of the pension and health and welfare Articles, and shall continue from year to year thereafter, unless either of the parties serves written notice upon the other that it desires to amend or terminate at least sixty (60) days prior to the anniversary date thereof.

ARTICLE XI OFFICE CLERICAL WORK:

Section 1. No office clerical work to be performed by persons outside of the bargaining unit including all political mailings and election work as done in the past.

IN WITNESS WHEREOF this Agreement is signed this 7 day of

February 2013

For: TRUCK DRIVERS UNION,
LOCAL NO. 407, IBTCW & H
Cleveland, Ohio

For: O.P.E.I.U.
LOCAL NO. 17
Cleveland, Ohio

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

Date:

Redacted by U.S. Department
of the Treasury

RECEIVED

JAN. 21 2014

CONTRACT
DEPARTMENT

Date: 1-23-13

RECEIVED

APR 14 2008

AGREEMENT**CONTRACT
DEPARTMENT**

This Agreement is entered into this 1st day of April, 2006 by and between the Office and Professional Employees International Union Local 2001, Knoxville, TN hereinafter referred to as the "Union" and the International Brotherhood of Teamsters Local 528, its successors and assigns, hereinafter referred to as the "Employer."

PREAMBLE

Where it is the purpose of this Agreement to be mutually beneficial and advantageous to all parties concerned, and shall contain such terms and conditions as will promote the fullest extent possible a harmonious relationship between the parties thereto

It is further intended by both parties that the terms and conditions set forth herein are to arrange and maintain fair and equitable earnings, fair, equitable and uniform conditions of employment for all employees of the Employer covered by this Agreement; to promote greater cooperation and better understanding between all parties concerned; the maintenance of efficient and economic operations and to establish a peaceful method of settling disputes between the parties.

It is recognized by this Agreement to be the duty of the Union and Employer to cooperate fully, individually and collectively to accomplish the purpose of this Agreement.

Neither party shall exercise its rights, powers or functions oppressively in dealing with the other.

Now, therefore, be it mutually agreed as follows

CONFIDENTIAL INFORMATION

The Union recognizes that certain functions and activities of Teamsters Local 528 are confidential and all employees of Teamsters Local 528 must keep the affairs, property, business, documents, records, letters, etc. of Teamsters Local 528 confidential unless disclosure is approved by an officer of Teamsters Local 528. Employees violating this provision shall be subject to discipline up to and including discharge.

Article I - RECOGNITION

The Employer hereby agrees to recognize the Union as the sole and exclusive collective bargaining agent for all professional, office and clerical employees that are employed by the Employer within the jurisdiction of the Union, excluding only such professional, office and clerical employees as provided by the law.

The parties hereto agree that the extent of the bargaining unit may be fixed by the Union and the Employer, however, if a dispute arises regarding the inclusion or exclusion of individual employees, the National Labor Relations Board shall be requested to make the final

Article 12 - TEMPORARY EMPLOYEES

(Note: Refer to Article 2, No. 2)

Section 1. Temporary employees shall not accumulate or be eligible for any of the holiday, sick leave, vacation, health, welfare, pension or seniority benefits that accrue under this Agreement.

Section 2. Temporary employees shall be paid at 80% of the prevailing full time rate of pay

Section 3. The OPEIU Local Union will be contacted for temporary employee referrals after the Employer has exhausted its laid off member (casual) work force.

Article 13 - HEALTH, WELFARE and PENSION

Section 1. (Health and Welfare) The Employer agrees to make contributions to the Central States, Southeast and Southwest Areas Health and Welfare Fund or other applicable fund for each week in which a full time employee works or is compensated at least two (2) days in the contribution week.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of four (4) weeks beginning with the first week after contributions for active employment ceases.

If any employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee (unless waived by both the employee and employer) prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health and Welfare Funds during the period of absence.

Section 2 (Pension) The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of per day either worked or compensated to a maximum of for each full time 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 five (5) days per week for a period of four (4) weeks beginning with the first week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay required contributions five (5) days per week until such employee returns to work, however, such contribution shall not

be paid for a period of more than twelve (12) months beginning with the 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, unless waived by both the employee and the Employer.

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 180 days of pension contribution for the year for a full time employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available to work the entire contribution week.

[* to be the same as National Master Freight Agreement, Office Clerical Supplemental Agreement.]*

Section 3. Contributions will be paid by the Employer to: Central States, Southeast and Southwest Areas Pension Fund, Rosemont, Illinois.

- a. Employees covered by this Agreement shall enjoy the same participation as the Employer(s) of Teamsters Local Union 528 with regard to the following:

Benefit Resources, Inc.
Southern Conference of Teamsters Pension Fund
8441 Gulf Freeway, Suite 304
Houston, TX 77017-5066
and
The Teamsters Affiliates Pension Fund, Washington, DC.

Article 14 - MANAGEMENT RIGHTS

Section 1. Except as they may be expressly restricted by the specific terms of this Agreement, the rights and prerogative of the Employer to manage its operations and affairs and to establish conditions of employment shall remain unimpaired. Such rights include, but are not limited to: the right to plan and direct work; to determine the number of employees; to determine types of work; to change equipment, methods and types of work performed; to make work assignments; to schedule and determine the hours of work, to add or reduce working forces and to determine the number of employees that it shall employ and the qualifications necessary for any job that exists or which it may create, to lay off and recall employees; and to enforce reasonable rules necessary for an efficient workplace.

Section 2. (Posting of work rules) The Employer shall, as necessary create and enforce reasonable work rules, which do not conflict with the provisions of this Agreement. All such rules shall be posted for a period of five (5) working days, with a copy being provided to the Union, prior to posting. The Union may protest the posting, in writing, within the five (5) working-day period by filing a grievance. If the Union files a grievance, the Employer will not implement the newly posted work rule(s) until after the Employer's answer in accordance with

Article 25 - STRIKES OR LOCKOUTS

There shall be no strikes or lockout during the term of this Agreement. The Union (OPEIU) agrees that neither it nor its officers, stewards or other agents will individually or collectively encourage, sanction or approve any strike, stoppage, slow down, sympathy strike, interference with/or interruption of work during the period of this Agreement. It is expressly understood that the Employer may administer discipline, up to and including, discharge for violations cited above.

Article 26 - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from April 1, 2006 until April 1, 2009 and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement.

The parties agree to cooperate fully in implementing any changes or modifications to this Agreement which may be mandated by operation of law or by the Central States Pension Fund.

In Witness Whereof, the parties hereto affix their signature and seal this 23 day of, March 2006.

Union:

Office and Professional Employees
International Union, Local 2001

BY

Redacted by U.S. Department
of the Treasury

Redacted by U.S. Department
of the Treasury

Employer:

Teamsters Local 528

Redacted by U.S. Department
of the Treasury

DATE: 3.23.06

DATE: 3.23.06

RECEIVED

APR 14 2008

CONTRACT
DEPARTMENT

REDACTED FOR CENTRAL STATES PARTICIPATION
AGREEMENT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**Michigan Conference of
Teamsters Welfare Fund.**

AND

**Office and Professional Employees
International Union, Local 42, AFL-CIO**

Effective: June 1, 2009

Expiration: May 31, 2014

Agreement entered into this 1st day of June, 2009, between the MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND, hereafter referred to as the "Employer" or the "Fund", and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 42, AFL-CIO, hereinafter referred to as the "Union" (hereafter collectively referred to as "the Parties").

PREAMBLE

WHEREAS, the Parties hereto desire to cooperate in establishing conditions which will tend to secure to the Employees concerned, a living wage and fair and reasonable conditions of employment, to attend, to the best of the Parties' abilities, the interest of the Fund's participants and beneficiaries and to provide for fair and peaceful adjustments of all disputes which may arise between the Parties so as to secure uninterrupted operations of the Fund office;

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE I - RECOGNITION

Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all full time Employees employed in the following job classifications, hereafter referred to as "Covered Employees" or "Employees";

Technical Support Clerk	Enrollment Processor
Non-Medical Claims Processor	Customer Communications Representative
Medical Claims Processor	Contribution Account Representative
Sr. Claims Processor	Retiree Account Representative
Team Leader	COBRA Representative

Section 2. The Employer agrees that it will require all Covered Employees under this Agreement, to agree as a condition of employment, that 31 days from the date of employment, the Employer is authorized to withhold required union dues and initiation fees from their earned wages. The Employer agrees to forward these dues and fees to the Union, monthly.

Section 3. The Employer further agrees that all Covered Employees shall be subject to a probationary period (as described in Article 5 hereof) and will thereafter be deemed a "Permanent Employee" under this Agreement.

Section 4. The Employer agrees to notify the Union of the hiring of "Temporary Employees" and otherwise act in accordance with Section 2 hereof. Employer agrees to provide to the Union appropriate details of such temporary hiring, including a statement of necessity therefor. After 120 days the Temporary Employee shall become a Permanent Employee under this Agreement. Temporary Employee shall mean an individual hired by the Employer for an intended period of less than 120 days. Temporary employees may not be hired while qualified bargaining unit employees are on lay-off.

Section 5. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct, or allow its employees or persons other than Covered Employees to perform work that has been recognized as the work of the Covered Employees. Management may not normally do bargaining unit work, except to address temporary conditions of understaffing or excess work or to address other emergent conditions.

Section 6. The Employer reserves the right to require certification of death and proof of relationship.

Section 7. When a holiday falls during a bereavement leave of absence, one additional day of compensation will be granted. Should there be an occasion of death during a scheduled vacation, the Employee will have the option of substituting bereavement days for vacation days. If any Bereavement time is taken, it is to be used within one year of the death.

Section 8. Approved unpaid bereavement time shall be exempt from discipline of any kind.

ARTICLE 20- JURY DUTY

Employees who are subpoenaed for jury duty shall be paid the difference between their regular straight-time daily earnings and the amount earned for such jury duty, upon presenting proper records from the court clerk.

ARTICLE 21 - HEALTH AND WELFARE AND PENSION

Section 1. The Employer agrees that all Employees covered by this Agreement shall, at the Employer's cost, be covered by the following Michigan Conference of Teamsters Welfare Fund health and welfare plan:

A. For Employees hired prior to 06/01/05:

Coverage remains under Plan (CDR-4H) for all levels. Effective the second Sunday following execution of this Agreement, Level 3 Employees' coverage changes to CDR-4J and Levels 4, 5, and 6 Employees' coverage changes to CDR-4L.*

B. For Employees hired after 5/31/05:

Coverage remains under Plan (EDR-4H) for all levels. Effective the second Sunday following execution of this contract, Level 3 Employees' coverage changes to EDR-4J and Levels 4, 5, and 6 Employees' coverage changes to EDR-4L.**

To maintain such coverage, all "A" and "B" Employees must comply with the requirements of the below described Wellness Program. Failure to comply will result in a benefit reduction, where applicable, to Plan EDR-4H effective the second Sunday following the determination by the Employer of such failure.

Wellness Program

(1) Within 90 days of execution of this Agreement, and during a 90-day period, each year thereafter, commencing on the anniversary of such execution, all Employees must complete an online Blue Cross/Blue Shield (BCBS) Health Risk Assessment (HA). This requires input of demographic and lifestyle information and biometric data. Biometric data is gathered either by the Employee's physician and submitted to BCBS via a Qualification Form (the data is then uploaded into the BCBS HA) or by a visiting nurse in a private, onsite screening event, (the nurse submits the data for upload to the BCBS HA). Based on the completed HA, a personalized health summary, including lifestyle score, will be generated by BCBS and systematically delivered to the employee at the email address specified by the employee. This summary will include a plan for

achieving and maintaining a healthy lifestyle. NOTES: MCTWF does not have access to HA responses or any information indicated on the Qualification Form or obtained at the screening event. Strict confidentiality standards are followed; BCBS will not be sharing any information with MCTWF regarding participant health status.

If the BCBS health summary reveals that the Employee is a smoker or has a low lifestyle score, she/he will receive a communication from BCBS stating that health coaching intervention and/or participation in Quit the NIC – a smoking cessation program – is required. A health coaching intervention is a series of four telephonic interactions between the employee and a health coach from BCBS.

(2) An Employee who is contacted for health coaching intervention must commence the telephone-based coaching within 30 days after being contacted by BCBS and complete all four telephonic interactions within 90 days of commencement.

(3) An Employee who is contacted for participation in the Quit the NIC program must commence that participation within 30 days after being contacted by BCBS and complete all four telephonic interactions within 90 days of commencement.

* For compliant "A" Employees (those hired prior to 6/1/05): SOA Base Medical coverage, Cancer Coinsurance Rider (R2), Prescription Drug Plan Rx1, Dental and Optical Plan 1, Retiree Medical Program, \$40,000 Death/AD&D, TPD benefits and weekly LOT benefits as follows:

CDR-4H:	\$325 for employees in Level 1 and Level 2;
CDR-4J:	\$350 for employees in Level 3; and
CDR-4L:	\$375 for employees in Level 4, Level 5 and Level 6

** For compliant "B" Employees (those hired after 5/31/05): Key 1: Base Medical coverage, Prescription Drug Plan Rx1, Dental and Optical Plan 1, Retiree Medical Program \$40,000 Death/AD&D, TPD benefits and weekly LOT benefits as follows:

EDR-4H	\$325 for employees in Level 1 and Level 2;
EDR-4J	\$350 for employees in Level 3; and
EDR-4L	\$375 for employees in Level 4, Level 5 and Level 6

Section 2. The Employer agrees, at the Employer's cost, to contribute to the Central States, Southeast and Southwest Areas Pension Fund on behalf of all Employees covered by this Agreement at the rate required by the Central States, Southeast and Southwest Areas Pension to maintain the "Primary Schedule" of benefits(Class.18).

Section 3. The Employer agrees to pay the "Workers' Compensation obligation" (i.e. continue to contribute during the period of a work-related illness or injury):

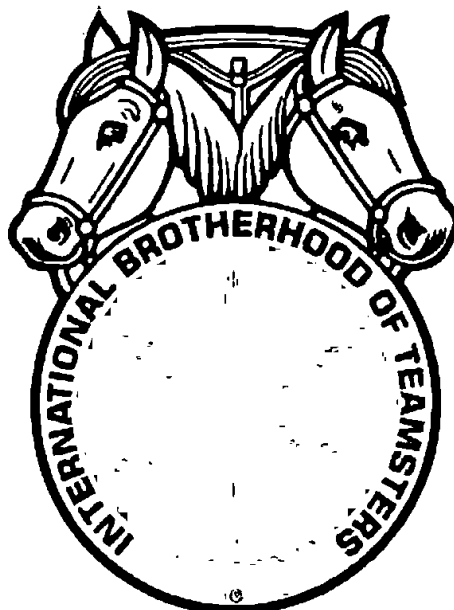
Employees hired prior to 06/01/05:
Up to 52 weeks

Employees hired after 05/31/05:
Up to 26 weeks

AGREEMENT BETWEEN

TEAMSTERS LOCAL UNION NO. 618

St. Louis, MO



AND

**INSURANCE & WELFARE
ADMINISTRATIVE OFFICE**

JUNE 1, 2008

through

MAY 31, 2013.

RECEIVED

DEC 05 2008

**CONTRACT
EXPIRATION**

A G R E E M E N T

This AGREEMENT, dated as of the 1st day of JUNE, 2008 between INSURANCE AND WELFARE ADMINISTRATIVE OFFICE, or their successors, located in ST. LOUIS, MISSOURI, hereinafter called the "EMPLOYER", party of the First Part and TEAMSTERS LOCAL UNION NO. 688, affiliated with the International Brotherhood of Teamsters, or its successors, party of the Second Part, hereinafter called the "UNION", is for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

ARTICLE 1 RECOGNITION

Section 1. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive Bargaining Agency for all of the employees of the Employer as described in APPENDIX "A", including casual and part-time employees.

Section 2. The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its employees in the Bargaining Unit covered hereby unless it be through duly authorized representatives of the Union.

Section 3. The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against, any of its employees in connection with their membership in the Union.

ARTICLE 2 REPRESENTATION

The Union shall be represented by a Shop Steward on the basis of one (1) Steward for each twenty-five (25) employees or major part thereof with a minimum of one (1) Shop Steward. The Shop Steward shall be selected in any manner determined by the Union. The name of the Steward shall be certified in writing by the Union to the Employer.

The Shop Steward shall meet with Management as often as necessary to consider grievances.

ARTICLE 25 INSURANCE AND WELFARE

Effective June 1, 2008, the Employer agrees to contribute TWENTY-FOUR DOLLARS AND FIFTY CENTS (\$24.50) per week for all employees covered by this Collective Bargaining Agreement to an Insurance and Welfare Fund to be held in Trust as the Teamster's Local Union NO. 688 Insurance and Welfare Fund, on the terms, uses and conditions as set out in said agreement of trust, which is expressly agreed to and incorporated herein by reference as though fully set out. Rates not to exceed \$1.00 per contract year.

The Employer agrees to execute said agreements of trust and such other documents or papers as may be necessary to effectuate said Insurance and Welfare Program and the purposes announced therein.

ARTICLE 26 PENSIONS

Effective June 1, 2008, the Employer agrees to continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund the increased sum of eight (8%) percent per contract year per week for each employee who has been on the payroll thirty (30) days or more.

The Employer thereafter (but for a period not exceeding the termination of this contract) agrees to contribute to the said Central States, Southeast and Southwest Areas Pension Fund such amounts as are or may be in the future from time to time required to be paid by other contributory Employers to said Fund for each employee covered by the Central States Area Local Cartage Agreement.

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. The Union and the Employer agree to be bound by, and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adapted. Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer 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 with the terms of the Trust Agreement. The Employer agrees that it will execute said attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

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

ARTICLE 27 TRANSFER OF COMPANY TITLE OR INTEREST

The Employer agrees that in the event the work performed is transferred to another Employer, the employees presently performing the work will be allowed to follow the work and shall be granted all seniority rights as if they had been continuously employed by the present Employer, subject to negotiations with the successor Employer.

However, if all employees are not required by the new Employer to perform such work or retained by the present Employer, those employees will be placed on lay off status as provided in Article 5, Section 5 of the present Contract and if permanently severed by the Employer shall be/she eligible for severance allowance in accordance with Article 22, Section 1.

ARTICLE 28 MEDICARE

Effective June 1, 2008, the Employer will continue to pay a sum of NINETEEN DOLLARS AND FIFTY CENTS (\$19.50) per week for each employee of the Employer within the Collective Bargaining Unit covered by this Agreement who worked or was in pay status anytime during the week. Said payments shall be made by the Employer to the Teamsters Medicare Trust for Retired Employees.

The Employer agrees to maintain the cost as determined by the Trustees, not to exceed ONE DOLLAR (\$1.00) each January 1st.

AGREEMENT

Between

EVANSVILLE LABOR TEMPLE, INC.
Evansville, Indiana

and

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

Effective August 23, 2013
Through
August 22, 2016

RECEIVED

NOV 05 2013

**CONTRACT
DEPARTMENT**

RECEIVED

NOV 04 2013

**WITHDRAWAL LIABILITY
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **EVANSVILLE LABOR TEMPLE, INC.**, Evansville, Indiana, or its successors, party of the first part (hereinafter referred to as the "Employer") and **CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215**, Evansville, Indiana, affiliated with the International Brotherhood of Teamsters, or its successors, party of the second part (hereinafter referred to as the "Union"). The parties agree to be bound by the following terms and provisions of the Agreement covering wages, hours of work and general conditions of employment.

ARTICLE I

Recognition

The Employer agrees to recognize and does hereby recognize the Union, its agents or successors as the sole and exclusive bargaining agency for all of the employees of the Employer employed in the office and agrees to bargain with the Union on all matters of wages, hours of work and general conditions of employment.

ARTICLE II

Union Security

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement, shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement whichever is the later, that effective from and after the thirty-first (31st) day following the execution date of this Agreement, the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union, and that the continued employment of persons who were in the employ of 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.

Section 2. The failure of any person to become a member of the Union at such required times shall oblige 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

Section 5. The Employer will not direct or permit any person or employee who is not in the bargaining unit to do bargaining unit work except by mutual agreement with the Union.

ARTICLE XI

Checkoff of Dues and Initiation Fees

Section 1. The Employer agrees to deduct from the pay of all employees covered by this Agreement due, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employees, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Section 2. CREDIT UNION CHECKOFF - The Employer agrees to deduct from the pay of all employees covered by this Agreement a weekly amount of monies as designated by the employee on a checkoff authorization form, and agrees to transmit said monies to a Credit Union designated by the employee.

Section 3. D.R.I.V.E. CHECKOFF - The Employer agrees to deduct from the wages due employees covered by the provisions of this Agreement monies assigned by the employee to the Local Chapter of D.R.I.V.E., an amount to be determined by the employee; provided, however, that the employee shall have signed and submitted to the Employer a written authorization for such action on the part of the Employer. The authorization will be on forms furnished by the Local Chapter of D.R.I.V.E. and shall be in compliance with all State and Federal laws. All monies so deducted by the Employer shall be forwarded to the Treasurer of the Local Chapter of D.R.I.V.E. at the end of the month for which deductions have been made.

ARTICLE XII

Pension

Section 1. The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more as follows:

Effective August 23, 2013	\$138.10
Effective August 23, 2014	\$143.60
Effective August 23, 2015	\$149.30

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

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

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

Section 5: 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 its contributions to the Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE XIII

Health and Welfare

Section 1. The Employer agrees to contribute to the 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, according to the following schedule:

PLAN C-4

Effective August 25, 2013	\$289.60
Effective August 24, 2014	\$318.60
Effective August 23, 2015	\$350.50

Section 2. By the execution of this Agreement, the Employer authorizes the Employers' Associations, which are parties hereto, to enter into appropriate Trust Agreements necessary for the administration of such fund and to designate the Employer Trustees under such Agreement,