### **SUSPENSION APPLICATION**

**Exhibit 15.2.1** 

**Collective Bargaining Agreement and Participation Agreements** 

49 AUTO WAY - PO BOX 5260 PITTSBURGH, PA 15206-0260

(412) 362-4200

TOLL FREE (800) 362-4201

RECEIVED \*\*\*

FAX (412) 362-3133

AUG 2 8 1997

W PA TEAMSTERS AND EMPLOYERS
PENSION FUND

### PARTICIPATION AGREEMENT

The undersigned Employer, TEAMSTERS LOCAL UNION NO. 205, being eligible to participate as an "Employer" in the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") pursuant to Section 1.7(c) of the Pension Fund's Agreement And Declaration of Trust, as amended ("Trust Agreement"), and Section 2.11(c) of the Pension Fund's Pension Plan, as amended ("Pension Plan"), hereby agrees to make contributions for its eligible clerical employees to the Pension Fund, as follows:

- 1. The undersigned Employer agrees to be bound by (1) all of the provisions of the Trust Agreement, originally executed on August 27, 1956, and as subsequently amended; (2) all of the provisions of the Pension Plan, originally executed on August 27, 1956, and as subsequently amended; (3) all of the rules and regulations heretofore and hereafter adopted by the Pension Fund's Trustees pursuant to the Trust Agreement and Pension Plan; and (4) all of the actions of the Pension Fund's Trustees in administering the Pension Fund in accordance with the Trust Agreement, Pension Plan, and the adopted rules and regulations; and
- 2. The undersigned Employer hereby accepts, and irrevocably designates as its Trustees, the present Employer Trustees appointed to the Pension Fund pursuant to the Trust Agreement, and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the Trust Agreement, and the undersigned Employer further agrees to be bound by all actions taken by the Employer Trustees pursuant to the Trust Agreement; and
- 3. The undersigned Employer agrees to make contributions to the Pension Fund for all of its full-time and part-time clerical employees as required by Sections 1.6 and 1.7 of the Trust Agreement and Sections 2.10 and 2.11 of the Pension Plan, at the weekly contribution rate as follows:

### Full-Time Employees

Effective Date Of	Weekly Contribution
Contributions	Rate
07/01/97	\$103.00
05/01/98	\$105.00
05/01/99	\$107.00

#### Part-Time Employees

Effective Date Of	Weekly Contribution
Contributions	Rate
07/01/97	\$ 62.00

The weekly contribution rate may be changed by the Employer and any such change in the weekly contribution rate shall be provided by the Employer to the Pension Fund.

This Participation Agreement shall become effective upon its acceptance by the Trustees, and shall be retroactively effective as of the date of the first contribution made by the undersigned Employer to the Pension Fund, and shall continue in effect until the undersigned Employer is no longer obligated to make contributions to the Pension Fund.

IN WITNESS WHEREOF, the Employer has executed this Participation Agreement this  $\frac{26\,\mathrm{th}}{\mathrm{day}}$  of  $\frac{\mathrm{August}}{\mathrm{day}}$ ,  $19\frac{97}{\mathrm{c}}$ .

WITNESS

EMPLOYER: TEAMSTERS LOCAL UNION NO.

205

BY: \_ Secretary Treasurer

ADDRESS: 1184 Long Run Road

White Oak, PA 15131

### ACCEPTANCE OR REJECTION BY TRUSTEES

IN WITNESS WHEREOF, the Trustees of the Western Pennsylvania Teamsters and Employers Pension Fund accept (reject) the Participation Agreement of the above Employer, effective the 1000 day of 1977.

UNION TRUSTEE

EMPLOYER TRUSTEE

# Western Pennsylvania Teamsters and Employers Pension Fund

. 49 Augus Var. \* Presherch, PA 18206-3663 (412) 362-4200 \* Toll. President (800) 362-4201 \* Fax (412) 362-3433 Kolli: compensor apagensionland.com \* Weisser: http://www.apagensionland.com

### 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%), 2013 (10%) or 2014 (12%).

If checked below, the Bargaining Parties can select the "Default Schedule"; however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form, the Bargaining Parties acknowledge their understanding that the 2010 Rehabilitation Plan provides that for service earned after February 1, 2011, Unit Multipliers will be reduced by 50% until the pending collective bargaining agreement is renewed and one of the applicable schedules is selected or imposed.

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49 AUTO WAY - PO BOX 5260 PITTSBURGH, PA 15206-0260 TOLL FREE (800) 362-4201

Fax (412) 362-3133

(412) 362-4200

### PARTICIPATION AGREEMENT

The undersigned Employer, TEAMSTERS LOCAL UNION NO. 205, being eligible to participate as an "Employer" in the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") pursuant to Section 1.7(c) of the Pension Fund's Agreement And Declaration of Trust, as amended ("Trust Agreement"), and Section 2.11(c) of the Pension Fund's Pension Plan, as amended ("Pension Plan"), hereby agrees to make contributions for its eligible officers to the Pension Fund, as follows:

- 1. The undersigned Employer agrees to be bound by (1) all of the provisions of the Trust Agreement, originally executed on August 27, 1956, and as subsequently amended; (2) all of the provisions of the Pension Plan, originally executed on August 27, 1956, and as subsequently amended; (3) all of the rules and regulations heretofore and hereafter adopted by the Pension Fund's Trustees pursuant to the Trust Agreement and Pension Plan; and (4) all of the actions of the Pension Fund's Trustees in administering the Pension Fund in accordance with the Trust Agreement, Pension Plan, and the adopted rules and regulations; and
- 2. The undersigned Employer hereby accepts, and irrevocably designates as its Trustees, the present Employer Trustees appointed to the Pension Fund pursuant to the Trust Agreement, and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the Trust Agreement, and the undersigned Employer further agrees to be bound by all actions taken by the Employer Trustees pursuant to the Trust Agreement; and
- 3. The undersigned Employer agrees to make contributions to the Pension Fund for all of its officers as required by Sections 1.6 and 1.7 of the Trust Agreement and Sections 2.10 and 2.11 of the Pension Plan, at the weekly contribution rate required by the current National Master Freight Agreement and Supplemental Agreement thereto. The weekly contribution rate may be changed by the Employer and any such change in the weekly contribution rate shall be provided by the Employer to the Pension Fund.

This Participation Agreement shall become effective upon its acceptance by the Trustees, and shall be retroactively effective as of the date of the first contribution made by the undersigned Employer to the Pension Fund, and shall continue in effect until the undersigned Employer is no longer obligated to make contributions to the Pension Fund.

IN WITNESS WHEREOF, the Employer has executed this Participation Agreement this 26thday of August , 1997.

WITNESS	EMPLOYER: TEAMSTERS LOCAL UNION
	BY: /
<del>V</del>	TITLE: Secretary Treasurer
	ADDRESS: 1184 Long Run Road
	White Oak, PA 15131
	WILLE Oak, IN 19191

### ACCEPTANCE OR REJECTION BY TRUSTEES

IN WITNESS WHEREOF, the Trustees of the Western Pennsylvania Teamsters and Employers Pension Fund accept (reject) the Participation Agreement of the above Employer, effective the day of \_\_\_\_\_\_\_, 1917.

UNION TRUSTEE

EMPLOYER TRUSTEE

## Western Pennsylvania Teamsters and Employers Pension Fund

49 AUTO WAY • PITTSBURGH, PA 15206-3663
(412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133

EMAIL: contactus@wpapensionfund.com • Website: http://www.wpapensionfund.com

### 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do <u>not</u> provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%). 2013 (10%) or 2014 (12%)).

If checked below, the Bargaining Parties can select the "**Default Schedule**"; however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form, the Bargaining Parties acknowledge their understanding that the 2010 Rehabilitation Plan provides that for service earned after February 1, 2011, Unit Multipliers will be reduced by 50% until the pending collective bargaining agreement is renewed and one of the applicable schedules is selected or imposed.

	Verification of Contri	bution and Benef	it Structures	
COMPANY NAME:	Teamsters Local Union #205			
LOCAL UNION:	205			
F	und Account Number(s)			
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# WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND

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49 AUTO WAY - PO BOX 5260 • PITTSBURGH, PA 15206-0260 (412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133 EMAIL: contactus@wpapensionfund.com • WEBSITE: http://www.wpapensionfund.com

#### PARTICIPATION AGREEMENT

### TEAMSTERS LOCAL UNION NO. 211 - FULL-TIME OFFICERS

The undersigned Employer, TEAMSTERS LOCAL UNION NO. 211, being eligible to participate as an "Employer" in the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") pursuant to Section 1.7 of the Pension Fund's Agreement And Declaration of Trust, as amended ("Trust Agreement"), and Section 2.11 of the Pension Fund's Pension Plan, as amended ("Pension Plan"), hereby agrees to make contributions for its eligible Full-Time Officers to the Pension Fund, as follows:

- 1. The undersigned Employer agrees to be bound by (1) all of the provisions of the Trust Agreement, originally executed on August 27, 1956, and as subsequently amended; (2) all of the provisions of the Pension Plan, originally executed on August 27, 1956, and as subsequently amended; (3) all of the rules and regulations heretofore and hereafter adopted by the Pension Fund's Trustees pursuant to the Trust Agreement and the Pension Plan; and (4) all of the actions of the Pension Fund's Trustees in administering the Pension Fund in accordance with the Trust Agreement, Pension Plan, and the adopted rules and regulations; and
- 2. The undersigned Employer hereby accepts, and irrevocably designates as its Trustees, the present Employer Trustees appointed to the Pension Fund pursuant to the Trust Agreement, and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the Trust Agreement, and the undersigned Employer further agrees to be bound by all actions taken by the Employer Trustees pursuant to the Trust Agreement; and
- 3. The undersigned Employer agrees to make contributions to the Pension Fund for all of its Full-Time Officers as required by Sections 1.6 and 1.7 of the Trust Agreement and Sections 2.10 and 2.11 of the Pension Plan, at the initial weekly contribution rate of \$115.00 per week, effective January 1, 2002, to be increased as provided by the Employer.

This Participation Agreement shall become effective upon its acceptance by the Trustees, and shall be retroactively effective as of the date of the first contribution made by the undersigned Employer to the Pension Fund, and shall continue in effect until the undersigned Employer is no longer obligated to make contributions to the Pension Fund.

IN WITNESS WHEREOF, the Employer has executed this Participation Agreement this 9 day of 100 , 2002.

WITNESS

EMPLOYER: TEAMSTERS LOCAL

BY:

TITLE:

ADDRESS: 625 TAWWR ST

PGH Pa 1522

ACCEPTANCE OR REJECTION BY TRUSTEES

IN WITNESS WHEREOF, the Trustees of the Western Pennsylvania Teamsters and Employers Pension Fund accept (reject) the Participation Agreement of the above Employer, effective the 10 day of 2002.

UNION TRUSTEE

EMPLOYER TRUSTEE



### Western Pennsylvania TEAMSTERS AND EMPLOYERS PENSION

INACTO WAS A PETSHERGE PA 1820-3663 (412) 362-4200 · Total Functions 362-4201 · Fix (412) 362-31\$3 (412) 362-3200 · Toll, rate town one-call.

Exam: contactus@wpapensionfund.com · Websiter Imp://www.wpapensionfund.com Western PA Teamsters

# 2010 REHABILITATION PLAN SELECTION FOR Employers Pension Fund

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Kehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaming Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual combination increase in place by the end of 2011. For existing agreements which do not provide for a six (1%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby space that the contribution obligation smted in the applicable collective bargaining agreement is amended of between the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitative Plan is delayed past 2011. greater contribution increases will be required for selection of the Preferred 8 Archite in 2012 (8%), 2013 (10%) or 2014 (12%).

If cheeked below, the Bargaining Parties can select the "Default Schedale"; however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form the Bargaining Parties acknowledge their understanding that the 2010 Rehabilites on Plan provides that for pervise mined after February 1, 2011. Unit Multipliers will be reduced by 50% and the pending collective bargaining agreement is renewed and one of the applicable schedules is solected or imposed.

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LOCAL UNION:				
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49 AUTO WAY • PITTSBURGH, PA 15206-3663
(412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133

EMAIL: contactus@wpapensionfund.com • Website: http://www.wpapensionfund.com

### PARTICIPATION AGREEMENT

### TEAMSTERS LOCAL UNION NO. 249 - FULL-TIME OFFICERS AND BUSINESS AGENTS

The undersigned Employer, TEAMSTERS LOCAL UNION NO. 249, being eligible to participate as an "Employer" in the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") pursuant to Section 1.6 of the Pension Fund's Agreement And Declaration of Trust, as amended ("Trust Agreement"), and Section 2.10 of the Pension Fund's Pension Plan, as amended ("Pension Plan"), hereby agrees to make contributions for its eligible Full-Time Officers and Business Agents to the Pension Fund, as follows:

- 1. The undersigned Employer agrees to be bound by (1) all of the provisions of the Trust Agreement, originally executed on August 27, 1956, and as subsequently amended; (2) all of the provisions of the Pension Plan, originally executed on August 27, 1956, and as subsequently amended; (3) all of the rules and regulations heretofore and hereafter adopted by the Pension Fund's Trustees pursuant to the Trust Agreement and the Pension Plan; and (4) all of the actions of the Pension Fund's Trustees in administering the Pension Fund in accordance with the Trust Agreement, Pension Plan, and the adopted rules and regulations; and
- 2. The undersigned Employer hereby accepts, and irrevocably designates as its Trustees, the present Employer Trustees appointed to the Pension Fund pursuant to the Trust Agreement, and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the Trust Agreement, and the undersigned Employer further agrees to be bound by all actions taken by the Employer Trustees pursuant to the Trust Agreement; and
- 3. The undersigned Employer agrees to make contributions to the Pension Fund for all of its Full-Time Officers and Business Agents as required by Sections 1.5 and 1.6 of the Trust Agreement and Sections 2.9 and 2.10 of the Pension Plan, at the weekly contribution rate required by the then current National Master Freight Agreement and Supplemental Agreement thereto.

This Participation Agreement shall become effective upon its acceptance by the Trustees, and shall be retroactively effective as of the date of the first contribution made by the undersigned Employer to the Pension Fund, and shall continue in effect until the undersigned Employer is no longer obligated to make contributions to the Pension Fund.

IN WITNESS WHEREOF, the Employer has executed this Participation Agreement this 4TH day of JUNE , 2008.

WITNESS

EMPLOYER: TEAMSTERS LOCAL

BY:

TITLE: PRESIDENT

ADDRESS: 4701 BUTLER STREET, P.O. BOX 40128

PITTSBURCH, PA. 15201-0128

ACCEPTANCE OR REJECTION BY TRUSTEES

IN WITNESS WHEREOF, the Trustees of the Western Pennsylvania Teamsters and Employers Pension Fund accept (reject) the Participation Agreement of the above Employer, effective the 1th day of ..., 2008.

UNION TRUSTEE

EMPLOYER TRUSTEE

# Western Pennsylvania Teamsters and Employers Pension Elind.

49 ATTO WAY : PTEISBURGH, PA 15206-3663 RCCOVEC (412) 362-4200 · TOLL FREE (800) 362-4201 · FAY (412) 362-3153 CCOVEC Essent connectacle were procession fundament . We exercil harpeten was represented by the 18 ories

# 2010 REHABILITATION PLAN SELECTION FORM PA Teamsters & Employers Pension Fund

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%), 2013 (10%) or 2014 (12%).

If checked below, the Bargaining Parties can select the "**Default Schedule**"; however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form, the Bargaining Parties acknowledge their understanding that the 2010 Rehabilitation Plan provides that for service earned after February 1, 2011, Unit Multipliers will be reduced by 50% until the pending collective bargaining agreement is renewed and one of the applicable schedules is selected or imposed.

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# WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND

49 AUTO WAY • PITTSBURGH, PA 15206-3663
(412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133

EMAIL: contactus@wpapensionfund.com • Website: http://www.wpapensionfund.com

### PARTICIPATION AGREEMENT

# TEAMSTERS LOCAL UNION NO. 30 - FULL-TIME OFFICERS

The undersigned Employer, TEAMSTERS LOCAL UNION NO. 30, being eligible to participate as an "Employer" in the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") pursuant to Section 1.7 of the Pension Fund's Agreement And Declaration of Trust, as amended ("Trust Agreement"), and Section 2.11 of the Pension Fund's Pension Plan, as amended ("Pension Plan"), hereby agrees to make contributions for its eligible Full-Time Officers to the Pension Fund, as follows:

- 1. The undersigned Employer agrees to be bound by (1) all of the provisions of the Trust Agreement, originally executed on August 27, 1956, and as subsequently amended; (2) all of the provisions of the Pension Plan, originally executed on August 27, 1956, and as subsequently amended; (3) all of the rules and regulations heretofore and hereafter adopted by the Pension Fund's Trustees pursuant to the Trust Agreement and the Pension Plan; and (4) all of the actions of the Pension Fund's Trustees in administering the Pension Fund in accordance with the Trust Agreement, Pension Plan, and the adopted rules and regulations; and
- 2. The undersigned Employer hereby accepts, and irrevocably designates as its Trustees, the present Employer Trustees appointed to the Pension Fund pursuant to the Trust Agreement, and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the Trust Agreement, and the undersigned Employer further agrees to be bound by all actions taken by the Employer Trustees pursuant to the Trust Agreement; and
- 3. The undersigned Employer agrees to make contributions to the Pension Fund for all of its Full-Time Officers as required by Sections 1.6 and 1.7 of the Trust Agreement and Sections 2.10 and 2.11 of the Pension Plan, at the weekly contribution rate effective March 1, 2007, and as effective thereafter, as provided by the National Master United Parcel Service Agreement and the Western Pennsylvania Supplemental Agreement thereto:

This Participation Agreement shall become effective upon its acceptance by the Trustees, and shall be retroactively effective as of the date of the first contribution made by the undersigned Employer to the Pension Fund, and shall continue in effect until the undersigned Employer is no longer obligated to make contributions to the Pension Fund.

30703.wpd

Received

OCT U-9 2007

Western PA Teamsters & Employers Pension Fund



Received

49 Auto Way • Pittsburgh, PA 15206-3663 (412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-4201 • FAX (41

### 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%), 2013 (10%) or 2014 (12%)).

If checked below, the Bargaining Parties can select the "Default Schedule"; however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form, the Bargaining Parties acknowledge their understanding that the 2010 Rehabilitation Plan provides that for service earned after February 1, 2011, Unit Multipuers will be reduced by 50% until the pending collective bargaining agreement is renewed and one of the applicable schedules is selected or imposed.

	Verification of Contri	bution and Bene	efit Structures	
COMPANY NAME:	Teamsters Local Union #30			
LOCAL UNION:	30			
F	und Account Number(s)			
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Dated: 1/7/	/// Ву:	ZERTINY.	By Kinsele Limpio.co	representant e

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# Western Pennsylvania Teamsters and Employers Pension Fund

49 AUTO WAY - PO BOX 5260 • PITTSBURGH, PA 15206-0260 (412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133 EMAIL: contactus@wpapensionfund.com • Website: http://www.wpapensionfund.com

### PARTICIPATION AGREEMENT

The undersigned Employer, TEAMSTERS LOCAL UNION NO. 397, being eligible to participate as an "Employer" in the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") pursuant to Section 1.7(b) of the Pension Fund's Agreement And Declaration of Trust, as amended ("Trust Agreement"), and Section 2.11(b) of the Pension Fund's Pension Plan, as amended ("Pension Plan"), hereby agrees to make contributions for its eligible fulltime officers to the Pension Fund, as follows:

- 1. The undersigned Employer agrees to be bound by (1) all of the provisions of the Trust Agreement, originally executed on August 27, 1956, and as subsequently amended; (2) all of the provisions of the Pension Plan, originally executed on August 27, 1956, and as subsequently amended; (3) all of the rules and regulations heretofore and hereafter adopted by the Pension Fund's Trustees pursuant to the Trust Agreement and Pension Plan; and (4) all of the actions of the Pension Fund's Trustees in administering the Pension Fund in accordance with the Trust Agreement, Pension Plan, and the adopted rules and regulations; and
- 2. The undersigned Employer hereby accepts, and irrevocably designates as its Trustees, the present Employer Trustees appointed to the Pension Fund pursuant to the Trust Agreement, and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the Trust Agreement, and the undersigned Employer further agrees to be bound by all actions taken by the Employer Trustees pursuant to the Trust Agreement; and
- 3. The undersigned Employer agrees to make contributions to the Pension Fund for all of its full-time officers as required by Sections 1.6(b) and 1.7(b) of the Trust Agreement and Sections 2.10(b) and 2.11(b) of the Pension Plan, at the weekly contribution rate of \$194.00, effective October 1, 2002, to be increased as provided by the Employer.

This Participation Agreement shall become effective upon its acceptance by the Trustees, and shall be retroactively effective as of the date of the first contribution made by the undersigned Employer to the Pension Fund, and shall continue in effect until the undersigned Employer is no longer obligated to make contributions to the Pension Fund.

IN WITNESS WHEREOF, the Employer has executed this Participation Agreement this 50 day of \_\_\_\_\_\_\_\_, 2003, to be effective October 1, 2002.

EMPLOYER: TEAMSTERS LOCAL UNION
NO. 397

BY:

TITLE: Lee Junear

ADDRESS: 1344 East 11th Street

### ACCEPTANCE OR REJECTION BY TRUSTEES

Erie, PA 16503

IN WITNESS WHEREOF, the Trustees of the Western Pennsylvania Teamsters and Employers Pension Fund accept (reject) the Participation Agreement of the above Employer, effective the 1st day of October, 2002.

UNION	TRUSTEE	1	EMPLOYER	TRUSTEE	
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#### EMPLOYERS PENSION PLAN AUTHORIZATION .

The undersigned Employer, a corporation, a partnership or individual (circle appropriate designation) of 116 Market Street Kittanning, Penna. 16201 (address) having entered into a written collective bargaining agreement with a Local Union affiliated with the Joint Council #40, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, which provides among other things for contributions to the Western Pennsylvania Teamsters and Employers Pension Fund, agrees to be bound by the Trust Agreement and the Pension Plan dated August 27, 1956, as amended, and hereby irrevocably designates as its Trustees under the Trust Agreement such persons as are named in said Agreement as Employer Trustees, together with their successors selected in the manner provided for in the Agreement and agrees to be bound by all actions taken by the said Employer Trustees pursuant to said Pension Plan Agreement and Pension Plan.

This authorization shall become effective upon its acceptance by the Trustees and shall continue in effect until the said Employer is no longer obligated, pursuant to a Collective Bargaining Agreement with the Union, to make contributions to this Pension Fund.

IN WITNESS WHEREOF, the authorization this 24th day	Employer has execute of January ,	ed this 19 14.
WITNESS. E	MPLOYER Teamsters Local	Union #538
	y:_,	President
if any). Corporation must e partnerships by all partners owner personally.	xecute by duly author	
ACCEPTANCE OR REJEC	TION BY TRUSTEES	
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49 AUTO WAY - PO BOX 5260 PITTSBURGH, PA 15206-0260 TOLL FREE (800) 362-4201

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(412) 362-4200

FAX (412) 362-3133 RECEIVED

SEP 2 3 1996

### PARTICIPATION AGREEMENT

W PA TEAMSTERS AND EMPLOYERS PENSION FUND

The undersigned Employer, TEAMSTERS LOCAL UNION NO. 585, being eligible to participate as an "Employer" in the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") pursuant to Section 1.7(b) of the Pension Fund's Agreement And Declaration of Trust, as amended ("Trust Agreement"), and Section 2.11(b) of the Pension Fund's Pension Plan, as amended ("Pension Plan"), effective August 5, 1996, hereby agrees to make contributions for its eligible clerical and office employees to the Pension Fund, as follows:

- The undersigned Employer agrees to be bound by (1) all of the provisions of the Trust Agreement, originally executed on August 27, 1956, and as subsequently amended; (2) all of the provisions of the Pension Plan, originally executed on August 27, 1956, and as subsequently amended; (3) all of the rules and regulations heretofore and hereafter adopted by the Pension Fund's Trustees pursuant to the Trust Agreement and Pension Plan; and (4) all of the actions of the Pension Fund's Trustees in administering the Pension Fund in accordance with the Trust Agreement, Pension Plan, and the adopted rules and regulations; and
- The undersigned Employer hereby accepts, and irrevocably designates as its Trustees, the present Employer Trustees appointed to the Pension Fund pursuant to the Trust Agreement, and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the Trust Agreement, and the undersigned Employer further agrees to be bound by all actions taken by the Employer Trustees pursuant to the Trust Agreement; and
- The undersigned Employer agrees to make contributions to the Pension Fund for all of its full-time employees as required by Sections 1.6(b) and 1.7(b) of the Trust Agreement and Sections 2.10(b) and 2.11(b) of the Pension Plan, at the initial weekly contribution rate of \$25.00, to be increased as provided by the Employer.

This Participation Agreement shall become effective upon its acceptance by the Trustees, and shall be retroactively effective as of the date of the first contribution made by the undersigned Employer to the Pension Fund, and shall continue in effect until the undersigned Employer is no longer obligated to make contributions to the Pension Fund.

IN WITNESS WHEREOF, the Employer has executed this Participation Agreement this zouday of System 1996, to be effective August 5, 1996.

	EMPLOYER: TEAMSTERS LOCAL UNION
	BY:
	TITLE:
	ADDRESS: 1 South College Street
	Washington, PA 15301
ACCEPTANCE OR	REJECTION BY TRUSTEES
Teamsters and Employers Pensi	Trustees of the Western Pennsylvania on Fund accept (reject) the Partici-Employer, effective the day
UNION TRUSTEE	EMPLOYER TRUSTEE

-2-



# WESTERN PENNSYLVANIA RECEIVED TEAMSTERS AND EMPLOYERS PENSIONARY WESTERN

49 Apro Way - Pritshehm, PA 1520-3663 (412) 362-4260 - Toll Free (800) 362-4201 - Pax (**4/lestern:PA Teamster**e Exian contactus@wpapensionBuid.com - Webster http://www.gapmotoversiPensionFund

### 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets torth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%), 2013 (10%) or 2014 (12%).

If checked below, the Bargaining Parties can select the "Default Schedule": however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form, the Bargaining Parties acknowledge their understanding that the 2010 Rehabilitation Plan provides that for service earned after February 1, 2011, Unit Multipliers will be reduced by 50% until the pending collective bargaining agreement is renewed and one of the applicable schedules is selected or imposed.

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LOCAL UNION:	585			
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Dated: \\7]	f gg gg		Ву	, married

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49 AUTO WAY • PITTSBURGH, PA 15206-3663
(412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133

EMAIL: contactus@wpapensionfund.com • Website: http://www.wpapensionfund.com

#### PARTICIPATION AGREEMENT

The undersigned Employer, TEAMSTERS LOCAL UNION NO. 636, being eligible to participate as an "Employer" in the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") pursuant to Section 1.7 of the Pension Fund's Agreement And Declaration of Trust, as amended ("Trust Agreement"), and Section 2.11 of the Pension Fund's Pension Plan, as amended ("Pension Plan"), hereby agrees to make contributions for its eligible office employees to the Pension Fund, as follows:

- 1. The undersigned Employer agrees to be bound by (1) all of the provisions of the Trust Agreement, originally executed on August 27, 1956, and as subsequently amended; (2) all of the provisions of the Pension Plan, originally executed on August 27, 1956, and as subsequently amended; (3) all of the rules and regulations heretofore and hereafter adopted by the Pension Fund's Trustees pursuant to the Trust Agreement and Pension Plan; and (4) all of the actions of the Pension Fund's Trustees in administering the Pension Fund in accordance with the Trust Agreement, Pension Plan, and the adopted rules and regulations; and
- 2. The undersigned Employer hereby accepts, and irrevocably designates as its Trustees, the present Employer Trustees appointed to the Pension Fund pursuant to the Trust Agreement, and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the Trust Agreement, and the undersigned Employer further agrees to be bound by all actions taken by the Employer Trustees pursuant to the Trust Agreement; and
- 3. The undersigned Employer agrees to make contributions to the Pension Fund for all its full-time officers and business agents as required by Sections 1.6 and 1.7 of the Trust Agreement and Sections 2.10 and 2.11 of the Pension Plan, at the highest rate as determined under the National Master Freight Agreement

Effective Date Of Contribution	Weekly Contribution Rate
August 1, 2004	\$ 214.00

4. The undersigned Employer agrees to make contributions to the Pension Fund for all of its office staff employees as required by Sections 1.6 and 1.7 of the Trust Agreement and Sections 2.10 and 2.11 of the Pension Plan, at the following weekly contribution rates:

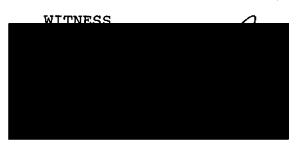
Effective Date Of Contribution Rate

December 1, 2004

S 40.00

This Participation Agreement shall become effective upon its acceptance by the Trustees, and shall be retroactively effective as of the date of the first contribution made by the undersigned Employer to the Pension Fund, and shall continue in effect until the undersigned Employer is no longer obligated to make contributions to the Pension Fund.

BY:



EMPLOYER: GENERAL WAREHOUSEMEN

TITLE: SEC / IREAS.

ADDRESS: 616 CHARTIERS AVE

MªKEES PORKS. PA 15136

### ACCEPTANCE OR REJECTION BY TRUSTEES

IN WITNESS WHEREOF, the Trustees of the Western Pennsylvania Teamsters and Employers Pension Fund accept (reject) the Participation Agreement of the above Employer, effective the day of , 2004.





### Western Pennsylvania Teamsters and Employers Pension Fund

49 Apro Wax - Pressulutu, PA 15265-3663 (412) 362-4260 - Full, Urbe (800) 362-4201 - Fax (412) 362-3133 (5.54) : contactio 9 a papension fundación - Wenstell http://www.wpapensionfundación

### 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that is opy of the 2010 Rehabilitation Plan has been provided at a dail they are aware that it sets for it two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delived past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 18%, 2013 110% or 2013 (1275)).

If checked below, the Bargaining Parties can select the "Default Schedule": however, if selected in 2011, annual contribction increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form the Bargaining Parties acknowledge their antie standing that the 2010 Rehabilitation Plan provides that for sorvice carned after Celebrary 1, 2011. Unit Nultipliers will be reduced by 50% until the pending collective bargaining agreement is renewed and one of the applicable schedules is selected or imposed.

Verification of Contribution and Benefit Structures				
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LOCAL UNION:	636			
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# WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND

49 AUTO WAY • PITTSBURGH, PA 15206-3663
(412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133

EMAIL: contactus@wpapensionfund.com • WEBSITE: http://www.wpapensionfund.com

#### PARTICIPATION AGREEMENT

### TEAMSTERS LOCAL UNION NO. 926 - FULL-TIME OFFICERS

The undersigned Employer, TEAMSTERS LOCAL UNION NO. 926, being eligible to participate as an "Employer" in the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") pursuant to Section 1.6 of the Pension Fund's Agreement And Declaration of Trust, as amended ("Trust Agreement"), and Section 2.10 of the Pension Fund's Pension Plan, as amended ("Pension Plan"), hereby agrees to make contributions for its eligible Full-Time Officers to the Pension Fund, as follows:

- 1. The undersigned Employer agrees to be bound by (1) all of the provisions of the Trust Agreement, originally executed on August 27, 1956, and as subsequently amended; (2) all of the provisions of the Pension Plan, originally executed on August 27, 1956, and as subsequently amended; (3) all of the rules and regulations heretofore and hereafter adopted by the Pension Fund's Trustees pursuant to the Trust Agreement and the Pension Plan; and (4) all of the actions of the Pension Fund's Trustees in administering the Pension Fund in accordance with the Trust Agreement, Pension Plan, and the adopted rules and regulations; and
- 2. The undersigned Employer hereby accepts, and irrevocably designates as its Trustees, the present Employer Trustees appointed to the Pension Fund pursuant to the Trust Agreement, and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the Trust Agreement, and the undersigned Employer further agrees to be bound by all actions taken by the Employer Trustees pursuant to the Trust Agreement; and
- 3. The undersigned Employer agrees to make contributions to the Pension Fund for all of its Full-Time Officers as required by Sections 1.5 and 1.6 of the Trust Agreement and Sections 2.9 and 2.10 of the Pension Plan, at the weekly contribution rate required by the then current National Master Freight Agreement and Supplemental Agreement thereto.

This Participation Agreement shall become effective upon its acceptance by the Trustees, and shall be retroactively effective as of the date of the first contribution made by the undersigned Employer to the Pension Fund, and shall continue in effect until the undersigned Employer is no longer obligated to make contributions to the Pension Fund.

IN WITNESS WHEREOF, the Employer has executed this Participation Agreement this 33 day of Aure 2008.

WITNESS

EMPLOYER: TEAMSTERS LOCAL

ADDRESS: Los Saure & Suit 1804

ACCEPTANCE OR REJECTION BY TRUSTEES

IN WITNESS WHEREOF, the Trustees of the Western Pennsylvania
Teamsters and Employers Pension Fund accept (reject) the Participation Agreement of the above Employer, effective the 11 day of 1000 TRUSTEE

UNION TRUSTEE

EMPLOYER TRUSTEE

# WESTERN PENNSYLVANIA TO BENDENGO

### 2010 REHABILITATION PLAN SELECTION-FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

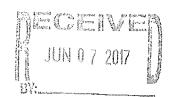
The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 18%), 2013 (10%) or 2014 (12%).

If checked below, the Bargaining Parties can select the "Default Schedule"; however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form, the Bargaining Parties acknowledge their understanding that the 2010 Rehabilitation Plan provides that for tervice exceed after February 1, 2011, Unit Multipliers will be reduced by 50% until the pending collective bargaining agreement is renewed and one of the applicable schedules is selected or imposed.

	Verification of Contr	ibution and Bene	efit Structures	
COMPANY NAME:	Teamsters Local Union #926			
LOCAL UNION:	926			112
	Fund Account Number(s)			Ţ
578, 2315		PREFERRED SCHEDULE	DEFAULT SCHEDULE	NO CHANGE
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Dated: <u>/-/0</u>	-2010 By: Employer	and the second second	By: Employee	Representance

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# AGREEMENT

BETWEEN

TITAN LEASING CORPORATION

JANE S

AND

TEAMSTERS LOCAL UNION NO. 261

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

FOR THE PERIOD

JUNE 1,2016 THROUGH AND INCLUDING JUNE 1,2022

2015 2016 2017 2018 2019	Company Contribution  Western Pennsylvan \$84.39 \$90.86 \$97.72	\$23.42	Increase  mployers Pension Func \$6.47	Total With 6%  Contribution  d Account 1954  \$114.28
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2018 2019	331,121	\$23.42	\$7.26	\$128.40
2019	\$104.98	\$23.42	\$7.71	\$136.11
	\$112.84	\$23.42	\$8.00	\$144.26
2020	\$120.84	\$23.42	\$8.67	\$152.93
2021	\$129.51	\$23.42	\$9.18	\$162.1
		Employ	yees hired after June 1	, 2016 Account 2283
2015	\$25.76	,	\$2.20	\$35.7
				\$37.8
				\$40.1
				\$42.5
				\$45.1
				\$47.8
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2021	\$40.03	\$1.77	ŲZ.O.	
Employees in the	Western Pennsylvar	nia Teamsters & E	mployers Pension Fun	d Account #2284
	\$37.19	\$10.45	\$2.86	\$50.5
	\$40.05	\$10.45	\$3.03	\$53.5
	\$43.08	\$10.45	\$3.21	\$56.7
		\$10.45	\$3.41	\$60.1
		\$10.45	\$3.60	\$63.7
		\$10.45	\$3.83	\$67.5
2021	\$57.13	\$10.45	\$4.06	\$71.6
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2020	<del></del>			\$94.9
2021	\$75.58	\$13.96	\$5.38	394.
Employees in the	Western Pennsylvar	nia Teamsters & E	mployers Pension Fun	d Account # 2333
	\$61.93	\$20.91	\$4.82	\$85.
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# AGREEMENT

#### BETWEEN

TITAN LEASING CORPORATION - MECHANICS

AND

TEAMSTERS LOCAL UNION NO. 261

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

FOR THE PERIOD

JUNE 1, 2016 THROUGH AND INCLUDING JUNE 1, 2022

### Section 1 - Qualifications

Contributions to the Pension Funds shall be made for each week, for each conduct employee who has worked one hundred twenty (120) hours in the thirty (30) preceding days. If an employee is absent because of illness or off-the job injury and netities the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (3) months. If an employee is injured on the job, the Employer shall continue to pay the required centributions for up to a maximum of six (6) months. The six (6) month period will include only work-related absences and modified work/work related absences are consecutive.

There shall be no contribution to the Western Pennsylvania Teamsters and Employers Pension Fund until the employee (new employee) altains service of one year. Beginning the twelfth (17) menth, the Employer shall contribute to the WEFFF.

Upon qualifying for the weekly pension contributions, the employees multiply agree to a weekly payroll deduction by the employer. The deduction shall be in accordance with the scale attached.

### ARTICLE XXII - UNION JURISDICTION RULES

the Emproyer will request the project there is called a the Order and short her short and call first direct on require their employees or persons other than also employees as the barquining unit is to explose, to perform said work which is recognized as the work of the employees in said unit. The Company agrees not to farm out work for the purpose of reducing the work force through layoffs.

### ARTICLE XXIII - MULTI-EMPLOYER UNIT

Negotialions will be handled through the Local Union and Employer respectivity.

### ARTICLE XXIV - INSPECTION PRIVILEGES

Adularized adents of the Union shall have eccess to the Employer's establishment during working hours for the purpose of adjusting disquity, investigating working conditions, callection of dues, and assortaining that the Agreement is being adhered to, provided to wover, that there is no interruption of the time's working schedules.

### ARTICLE XXV - UNION ACTIVITIES

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	Year	Company	Mechanic's	Total Yearly	Total With 6%
		Contribution	Contribution	Increase	Contribution
	Employees in the	Western Pennsylvar	nia Teamsters & Er	mployers Pension Func	Account 1954
	2015	\$84.39	\$23.42	\$6.47	\$114.28
	2016	\$90.86	\$23.42	\$6.86	\$121.14
	2017	\$97.72	\$23.42	\$7.26	\$128.40
	2018	\$1.04.98	\$23.42	\$7.71	\$136.11
	2019	\$112.84	\$23.42	\$8.00	\$144.26
	2020	\$120.84	\$23.42	\$8.67	\$152.93
	2021	\$129.51	\$23.42	\$9.18	\$162.1
	L		Employ	ees hired after June 1,	2016 Account 2283
	2015	\$25.76	\$7.77	\$2.20	\$35.7
	2016	\$27.96	\$7.77	\$2.10	\$37.8
0 to 1	2017	\$30.06	\$7.77	\$2.32	\$40.1
Years	2018	\$32.38	\$7.77	\$2.40	\$42.5
Of	2019	\$34.78	\$7.77	\$2.56	\$45.1
Service	2020	\$37.34	\$7.77	\$2.69	\$47.8
Service	2021	\$40.03	\$7.77	\$2.87	\$50.6
	ZUZI			mployers Pension Fund	d Account #2284
	7	\$37.19	\$10.45	\$2.86	\$50.5
	2015	\$40.05	\$10.45	\$3.03	\$53.5
	2016	\$43.08	\$10.45	\$3.21	\$56.7
1 to 2	2017	\$46.29	\$10.45	\$3.41	\$60.1
Years	2018	\$49.70	\$10.45	\$3.60	\$63.7
Of	2019	\$53.30	\$10.45	\$3.83	\$67.5
Service	2020	\$57.13	\$10.45	\$4.06	\$71.6
	2021			nployers Pension Fund	d Account #2314
	7	l .	\$13.96	\$3.79	\$66.5
	2015	\$49.16	\$13.96	\$4.01	\$70.9
	2016	\$52.95 \$56.96	\$13.96	\$4.26	\$75.1
2 to 4	2017	\$61.22	\$13.96	\$4.51	\$79.6
Years	2018	\$65.73	\$13.96	\$4.78	\$84.4
Of	2019	\$70.51	\$13.96	\$5.07	\$89.5
Service	2020	i	\$13.96	\$5.38	\$94.9
	2021	\$75.58			
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4	2015	\$61.93	\$20.91	\$5.11	\$90.
Or More	2016	\$66.75	\$20.91	\$5.41	\$95
Years	2017	\$71.86	\$20.91	\$5.74 \$5.74	\$101.
Of	2018	\$77.27	\$20.91	\$6.08	\$107.
Service	2019	\$83.01	\$20.91 \$20.91	\$6.44	\$113.
	2020	\$89.09	<del>+</del>	\$6.84	\$120.
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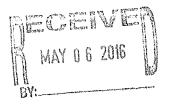
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2178/205

### Agreement Between

# **TEAMSTERS LOCAL UNION NO. 205**

Representing
Titusville Dairy Clerical Employees

and

# TITUSVILLE DAIRY COMPANY

Effective MAY 15, 2015 to MAY 14, 2018

as Mother, Father, Wife, Husband, Children, Foster Parents, Brothers, Sisters, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Step-brother and Step-sister.

Bereavement pay of one (1) day for the employee's natural Grandparents, Aunt, Uncle, Niece, and Nephew.

The intent of this provision shall be to protect an employee against a loss in earnings.

#### ARTICLE NO. 15 - JURY DUTY PAY

In the event an employee on the active payroll is called for jury service, he shall be excused from work for each such day on which he serves or reports to serve and the Employer will pay the difference between the employee's regular pay and that received for jury service. If an employee serves on a jury for five (5) days, Monday through Friday, and is required to work the Saturday or Sunday of such week, he shall receive the time and one-half (1-1/2x) rate. An employee excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service of a jury duty notice or summons and the amount of pay received for such jury service.

#### **ARTICLE NO. 16 - PENSION PLAN**

The Employer shall enroll all employees covered under this collective bargaining Agreement in the Western Pennsylvania Teamsters and Employers Pension Fund.

Total contributions to be made by the Employer:

Effective 5-15-15, the contribution shall be \$143.20 per week, per employee.

Effective 5-15-16, the contribution shall be \$151.79 per week, per employee.

Effective 5-15-17, the contribution shall be \$160.90 per week, per employee.

Pension payments are to start on the one hundred twenty-first (121st) day of employment.

#### ARTICLE NO. 17 - SEVERANCE PAY

- A. <u>PURPOSE</u>: The purpose of the Company's Severance Pay Plan is to assist financially an employee whose employment is terminated by action of the Company through no fault of the employee or who is not eligible for other specified benefits.
- B. <u>ELIGIBILITY</u>: Any regular full-time employee whose employment is permanently terminated for the reasons listed below shall be eligible for severance pay in accordance with the Schedule in Section C.:
  - 1. Elimination of jobs;
  - 2. Consolidation or mergers;
  - 3. Abandonment of plants;
  - 4. Technological changes.

An employee will not be eligible for severance pay if his employment is terminated for any one (1) or a combination of the following reasons:

1. Layoff of less than six (6) months due to seasonal schedule reductions;

Page | 10

### Received

JUL 2 8 2011

Western PA Teamsters & Employers Pension Fund

#### 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%), 2013 (10%) or 2014 (12%)).

If checked below, the Bargaining Parties can select the "Default Schedule"; however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

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	Verification of Con	tribution and Bene	efit Structures	
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Dated: 7/15///	By: Employer		By Employee	Representative)

# WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND

49 AUTO WAY • PITTSBURGH, PA 15206-3663
(412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133
EMAIL: contactus@wpapensionfund.com • Website: http://www.wpapensionfund.com

August 23, 2011

Titusville Dairy 217 Washington Street P O Box 186 Titusville PA 16354-0186

Dear Employer:

Please be advised, the Western Pennsylvania Teamsters and Employers Pension Fund has received the completed 2010 Rehabilitation Plan Selection form from Titusville Dairy, Local 205. This letter serves to confirm that the Preferred Plan was selected for all accounts covered by the Western Pennsylvania Teamsters and Employers Pension Fund.

Should you have any questions, please contact the Fund Office.

Gerri Talerico Fund Office Manager

/gt

cc: file

Local Union 205

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Agreement Between

# **TEAMSTERS LOCAL UNION NO. 205**

Representing

Titusville Dairy
Production, Distribution and Maintenance Employees

and

# TITUSVILLE DAIRY COMPANY

Effective MAY 1, 2015 to APRIL 30, 2018

- C. <u>Prescription, Vision and Dental Plans</u>: The current Drug Benefit Plan shall remain as is for the duration of this Agreement (\$6.00 per prescription). Dental coverage, for the duration of this Agreement, will be the Guardian Dental Plan, spread sheet attached to this Agreement. Eye care Plan shall remain the VSP Plan, but not administered through the Employer-Teamsters Local 205 Health and Welfare Fund.
- D. Life Insurance: The Employer shall provide and pay for the following:

Life Insurance	\$30,000
A.D.& D.	\$60,000
Paid Up Life Insurance at Retirement	\$10,000
Weekly S&A Benefits	\$ 400

The Employer shall pay \$65.11 per month, per employee for life insurance, A.D.& D, paid up life insurance at retirement and weekly S&A benefits, administered through the Employer-Teamsters Local 205 Health and Welfare Fund. The premium shall not increase more than one dollar (\$1.00) per subsequent contract years.

Such weekly benefits shall begin on the first day in the event of accident or on the fourth day in event of sickness. Benefits shall continue for a period of twenty-six weeks. Only non-occupational accidents and illnesses shall be covered.

E. <u>Medical Opt-out Option</u>: Any employee electing to opt out of the hospitalization provision provided for in this agreement, shall receive a medical allowance, said allowance shall be four hundred and fifty dollars (\$450.00) per month for the life of this agreement. Any employee opting out of the Program, must prove they have coverage elsewhere.

#### ARTICLE NO. XI- PENSION PLAN

The Employer shall enroll all employees covered under this collective bargaining Agreement in the Western Pennsylvania Teamsters and Employers Pension Fund. Total contributions to be made by the Employer:

Effective 5-1-15, the contribution shall be \$143.20 per week, per employee.

Effective 5-1-16, the contribution shall be \$151.79 per week, per employee.

Effective 5-1-17, the contribution shall be \$160.90 per week, per employee.

Pension payments are to start on the one hundred twenty first (121st) day.

#### **ARTICLE NO. XII - TERMINATION PAY**

When the employment of any employee is terminated, and money due such employee for wages and/or vacations shall be paid on the first regular pay date after such termination.

### Received

JUL 2 8 2011

Western PA Teamsters & Employers Pension Fund

#### 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

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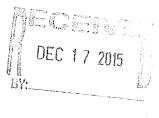
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	Verificat	tion of Contrib	oution and Bene	efit Structures	
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1989/250

# **AGREEMENT**

BETWEEN

# TOWNSHIP OF HARMONY, BEAVER COUNTY

HEREINAFTER REFERRED TO AS THE "EMPLOYER"

AND

TURNPIKE, SOFT DRINK, BEER DISTRIBUTOR AND MISCELLANEOUS SERVICE EMPLOYEE, LOCAL UNION #250 OF PITTSBURGH, PENNSYLVANIA

JANUARY 1, 2016 - DECEMBER 31, 2019

B. 1.) The Employer shall contribute to the Western Pennsylvania Teamsters and Employers Pension the following amounts for each full-time employee:

```
Effective January 1, 2016 $ 92.20 per week
Effective January 1, 2017 $ 97.73 per week
Effective January 1, 2018 $103.60 per week
Effective January 1, 2019 $109.82 per week
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- 2.) Starting in 2016, a yearly deposit of One Thousand Six Hundred Fifty Dollars (\$1,650.00) for each employee, shall be made to the Wells Fargo Harmony Township Employee DBA Account.
- 3.) Both parties agree to explore other retirement options to see if funds can be utilized more positively.
- 4.) The Township relinquishes responsibility of all contributions to the Teamsters Pension Fund, if upon retirement, funds are not available.
- 5.) Upon retirement, employees with twenty-five (25) years or more of continuing service shall be entitled to the continuation of their medical benefits for a period not to exceed ten (10) years in duration upon the following conditions: The employee shall be permitted to purchase benefits, at their expense, through the Township Plan, if the provider permits it. At the time that the employee who is on normal retirement reaches Medicare age or an employee who becomes Medicare eligible due to disability, the Township will be permitted to reduce the full coverage to a supplemental plan that covers any additional costs not covered by Medicare and the Township shall pay the cost of that supplemental plan only and shall not be liable for payment thereof for any period beyond ten (10) years.

C. The Employer agrees to provide a \$75,000 Group Term Life Insurance policy for all regular full time employees.

#### ARTICLE XIX – NON DISCRIMINATION

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, sex, color, religious creed, age, political affiliation, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classification regardless of sex.

#### ARTICLE XX – GENERAL PROVISIONS

A. MILITARY LEAVE: Employees who are drafted or who enlisted in the armed services, or who are members of the Pennsylvania National Guard, or any other reserve component of the armed services, or who are activated for military service shall receive, at a minimum, all of the rights and benefits required by state and federal statutes, for loss or damage to equipment under any circumstances, nor shall it be treated as excluding negligent job performance as cause for appropriate discipline in appropriate cases.

# Western Pennsylvania Teamsters and Employers Pension Fund

49 AUTO WAY • PITTSBURGH, PA 15206-3663
(412) 362-4200 • TOLL FREE (800) 362-4201 • Fax (412) 362-3133

EMAIL: confectus@wpapensionfund.com • Website: http://www.wpapensionfund.com

#### 2010 REHABILITATION PLAN SELECTION FORM

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### Agreement by and Between

### **Teamsters Local Union No. 205**

Representing
South Fayette Public Works Employees

and

The Township of South Fayette

January 1, 2018 through December 31, 2022

Short-term

50% of weekly pay

Maximum Weekly Benefits \$1,000 Maximum Benefit Period 180 Days

Long-term

50% of weekly pay

Maximum Monthly Benefits \$3,000 Maximum Benefit Period 2 Years

Said benefits shall start on the first day of disability due to accident and on the first day of disability due to sickness. If an employee has sick leave benefits available they must be used before such sick and accident benefits shall be paid.

#### D. <u>Maternity Leave</u>:

- 1. Wherever this Agreement provides leaves of absence for illness or disability, the Agreement will permit leave for maternity on equal terms. Thus, if leave is normally granted with pay for unlimited periods, maternity leave is normally granted with pay for unlimited periods, maternity leave must be treated equally.
- 2. Wherever the plan provides a Schedule of benefits, the Plan will not exclude additional losses due to pregnancy or complications thereafter.
- 3. The Major Medical Program may not exclude losses due to obstetrics or complications or pregnancy.
- 4. The Health and Welfare Plan may not distinguish on the basis of sex between the medical coverage given employees and their dependents. For example, if dependents are eligible for pregnancy benefits, employees must also be granted pregnancy benefits.
- 5. Family: When medical insurance is extended to an employee's family, AFamily" must be defined to include the husband of a female employee.

### **ARTICLE NO. XVIII - PENSION PROGRAM**

- A. Employees in the Bargaining Unit shall continue to be enrolled in the Western Pennsylvania Teamsters and Employer's Pension Fund. The Township shall make contributions on behalf of employees to this fund as described in Section B of this Article.
- B. The Township shall make the following weekly pension contributions as prescribed in the 2010 Rehabilitation Plan Preferred Schedule as follows:

<u>Date</u>	All Full-Time Regular Employees
1/1/2018	\$163.89/per week
1/1/2019	\$173.73/per week
1/1/2020	\$184.15/per week
1/1/2021	\$195.20/per week
1/1/2022	\$206.91/per week

#### **ARTICLE NO. XIX - SICK LEAVE**

- A. The sick leave policy during term of this Agreement shall be as follows:
  - 1. All employees hired before December 31, 2014, shall receive ten (10) sick days per year credited to each employee at the beginning of each year. Unused sick days shall be accumulated from year to year to a maximum accumulation of one hundred twenty (120) days. For any employee hired before 12/31/2014, each day, up to one hundred twenty (120) days shall be paid to the employee at the time of retirement by the Employer at one hundred and seventy-five dollars (\$175.00) per day. This applies to only those employees who carry out their employment to full retirement. Early resignation, early retirements (Retirements shall be defined as those which are eligible under the Teamsters Pension Plan), terminations, etc. are not eligible.
  - 2. All new employees hired after January 1, 2015 shall receive eight (8) sick days per year. Unused sick days shall be allowed to accumulate up to one hundred and twenty days (120) days, but there shall be no payout for unused sick days at retirement.
  - 3. The Union and the Employer recognize sick days as benefit for sickness only and the abuse thereof or the use for vacation or extra personal days is recognized as grounds for discharge.
- B. Workers' Compensation shall be paid only in accordance with the applicable Pennsylvania Workers' Compensation Law.
- C. All employees, when requested to so by the Employer, shall be required to file competent written evidence, i.e. Doctors Certificate, after three (3) days' leave, substantiating that his/her absence was for an authorized reason. Claiming sick leave benefits except as permitted may be cause for disciplinary action.

#### **ARTICLE NO. XX - SEPARABILITY AND SAVINGS CLAUSE**

A. 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 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.

# WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND CEIVED

49 Auto Way • Pittsburgh, PA 15206-3663 (412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133

NOV 2 8 2011

(412) 362-4200 • TOLL FREE (800) 362-4201 • AGA (1-2) AG

# 2010 REHABILITATION PLAN SELECTION FORM

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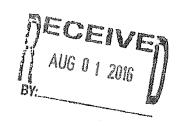
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	Verification of Contr	ibution and Benef	it Structures	
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LOCAL UNION:	205			
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### COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN

2334

# TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 110 EBENSBURG, PENNSYLVANIA

**AND** 

TRI-STATE INDUSTRIAL SOLUTIONS, INC. ALTOONA, PENNSYLVANIA

EFFECTIVE: June 1, 2016 EXPIRES: May 31, 2019

- Section 5. Starting time for employees shall not be later than 8:00 A.M. The lunch period shall be one half  $(\frac{1}{2})$  hour for all employees.
- Section 6. In the event an employee is asked or bids on a higher classification of pay, he will be paid the higher rate when work performed is eight (8) hours or over per said classification.
- Section 7. Any employee covered by this Agreement and now receiving more than the scale wages shall not suffer any reduction in wage or any other benefits.
- Section 8. If an object weighing in excess of two hundred (200) pounds is to be delivered, there shall be a driver and a helper on the truck. If the material is to be delivered inside, the helper must be a member of Local Union No. 110. This Article shall only apply in the event additional help is not supplied at the delivery point.
  - Section 9. All wages earned shall be paid weekly.
- Section 10. It is agreed that any employee ordered to report at a certain time shall be paid from the time that he so reports even though he may not actually start to work until after that time.
- Section 11. The Union agrees to make every effort to see that its members who are in the Employer's employ obey all reasonable rules and regulations laid down by the Employer.
- Section 12. When a job opening is to be filled, part of the selection procedure requires the newly hired person to successfully complete a ninety (90) day probationary period before he becomes an employee.
- Section 13. Without prior consent from the lead man and management, no employee is permitted to come in early or to leave earlier than his/her scheduled time.
- Section 14. Any person on probation will be required to join the Union as set forth in Article I, Section 2, but shall not be covered by any other Article or Articles in this Agreement. If the person successfully completes the probationary period, seniority rights shall be retroactive to the date of hire.

#### ARTICLE IV

#### **PENSION**

Section 1. The Employer agrees to contribute to the Teamsters Pension Fund for all bargaining unit employees as follows:

Effective Date	Weekly Contribution
June 1, 2016	\$116.31 per employee
June 1, 2017	\$123.29 per employee
June 1, 2018	\$130.69 per employee

Section 2. Employees hired after June 1, 1987 must have two (2) years of service before they are covered by this Pension Plan.

Section 3. The above premium shall be forwarded to the Western Pennsylvania Teamsters & Employers Pension Fund, 49 Auto Way, P.O. Box 5260, Pittsburgh, Pennsylvania 15206.

#### ARTICLE V

#### HOLIDAYS

Section 1. The following days shall be considered as legal holidays and employees shall be paid holiday pay equal to eight (8) hours at the regular rate of pay.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Latest scheduled working day before Christmas

Section 2. Any work performed on these holidays or any Sunday shall be paid at two (2) times the regular rate of pay (double time). There shall be no work whatsoever performed on Labor Day except for the protection of life or property.

#### ARTICLE VI

### PERSONAL DAYS

Section 1. Each employee shall be entitled to two (2) paid personal days. Pay for a paid personal day will be equal to eight (8) hours at the regular rate of pay.

#### ARTICLE VII

#### VACATION

Section 1. Employees shall be afforded vacation without loss of pay according to the following schedule:

# WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION diceined

49 Auto Way • Pittsburgh, PA 15206-3663

(412) 362-4200 · TOLL FREE (800) 362-4201 · FAX (412) 362-3DEC 1 3 2011

EMARL: contactus@wpapensionfund.com . WEBSITE: http://www.wpapensionfund.com

Western PA Teamsters Employers Pension Fund

### 2010 REHABILITATION PLAN SELECTION FORM

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The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%), 2013 (10%) or 2014 (12%)).

If checked below, the Bargaining Parties can select the "Default Schedule"; however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form, the Bargaining Parties acknowledge their understanding that the 2010 Rehabilitation Plan provides that for service earned after February 1, 2011, Unit Multipliers will be reduced by 50% until the pending collective bargaining agreement is renewed and one of the applicable schedules is selected or imposed.

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### AGREEMENT BY AND BETWEEN

# SERVICE PERSONNELAND EMPLOYEES OF THEDAIRY INDUSTRY, TEAMSTER LOCAL UNION NO. 205

Representing

The Production, Distribution and Maintenance Employees

and

# TURNER DAIRY FARMS, INC.

Effective MAY 1, 2016 thru APRIL 30, 2019

### **EXHIBIT A - PENSION PLAN**

THIS AGREEMENT is part of a collective bargaining agreement between the Employer and the Union and is intended to encompass pension matters and shall be designated as Exhibit "A" of such collective bargaining agreement which expires April 30, 2019.

The Employer and Union agree that pension benefits for its employees covered by the collective bargaining agreement shall be provided by the Western Pennsylvania Teamsters and Employers Pension Fund (Western Pennsylvania Fund) in accordance with the terms thereof including the terms of the amended Articles of Merger between the Trustees of Greater Pittsburgh Dairy Industry Pension Fund and the Trustees of the Western Pennsylvania Teamsters and Employers Pension Fund as revised and adopted in 1982. There shall be no other pension plan under this Contract or for operations under this Contract.

The Employer shall make "preferred" contributions to the Western Pennsylvania Pension Fund in accordance with the schedule below for each employee covered by this Agreement who has been on the payroll one hundred fifty (150) days or more.

8 Years of Service		Less than 8 Years of Service
-	(Upper Tier)	(Lower Tier)
May 1, 2016	\$165.96 per week	\$112.06 per week
May 1, 2017	\$175.92 per week	\$118.78 per week
May 1, 2018	\$186.48 per week	\$125.91 per week

Employees who attain eight (8) years of continuous employment during the term hereof shall receive the applicable contribution rate at the time thereof. Effective May 1, 2011, any employee who has been employed after May 1, 1984, and has worked previously under a Local 205 Dairy Contract at the then maximum pension contribution rate shall have his pension contribution increased to the maximum level at age 55 or May 1, 2011, whichever is later.

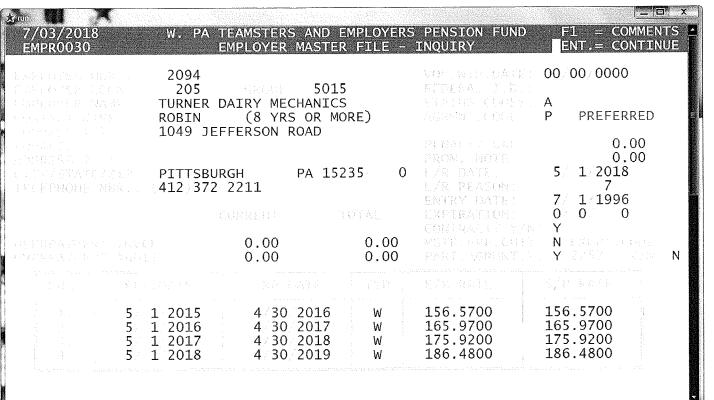
By the execution of this Agreement, the Employer authorizes the Western Pennsylvania Motor Carriers Association, Inc., to enter into appropriate Trust Agreement necessary for the administration of the Western Pennsylvania Fund, and to designate the Employer Trustees under such agreement, hereby waiving 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 which shall be calculated from the date of the original injury. An employee who was injured on the job and is placed on light duty status shall have his time extended by such time he spends on light duty to provide a full twelve (12) months while off the job.

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NO SELECTION

# AGREEMENT BETWEEN UNION TOWNSHIP

And

TEAMSTERS LOCAL UNION NO. 205 Representing the Road Workers

JANUARY 1, 2015 - DECEMBER 31, 2018

### **APPENDIX A - WAGES**

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<u>Section 2</u>: Effective January 1, 2010, the Township will contribute Sixty-seven dollars (\$67.00) per week for full-time employees toward their pension contribution.

A. If, during the life of this agreement, the maximum allowable contribution from the State for pension increases beyond the above, the Township will increase the same and contribute that amount to the road crew pension fund.

Section 3: The Employer will provide hospitalization coverage under the Employer Teamsters Health and Welfare Plan, specifically the Highmark PPO Blue Plan (attached), which also includes Dental and Eye coverage for employees and their dependents and pay the monthly premium cost thereof. The Union agrees to enroll any and all employees of the Employer and shall accept and pay for any pre-existing or other medical conditions which may have existed with the employee prior to enrolling under this Health and Welfare Plan.

# Western Pennsylvania Teamsters and Employers Pens

Q Nesterny Wife amsters C Employers Fension Fund

49 AUTO WAY • PITTSBURGH, PA 15206-3663 (412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133

EMAIL: contactus@wpapenslonfund.com . Website: http://www.wpapensionfund.com

### 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

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# NATIONAL MASTER UNITED PARCEL SERVICE AGREEMENT

For The Period August 1, 2013 through July 31, 2018

effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made at the beginning of the first (1<sup>st</sup>) pay period after the receipt of the Index.

In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Employer and the Union to know what the Index would have been had it not been revised or discontinued, then the Employer and the Union will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree within sixty (60) days, thereafter, the issue of an appropriate substitute shall be submitted to an arbitrator for determination. The arbitrator's decision shall be final and binding.

# ARTICLE 34. HEALTH & WELFARE AND PENSION

### Section 1.

(a)(i) Except as set forth in this Section 1(a), Health & Welfare and/or pension contributions shall be increased by forty dollars (\$40.00) per week on August 1, 2013 and on each subsequent August 1<sup>st</sup> during the life of the contract. Where the employees are covered by both Teamster Health & Welfare and Pension Funds in a Supplement, Rider or Addendum, the weekly health & welfare and pension contributions shall be allocated by the respective Joint Supplemental Area Negotiating Committees, subject to the approval of the Joint National Negotiating Committee.

(ii)(1) In those Supplements, Riders or Addenda, where the full-time employees are covered by, the Central States Health & Welfare Plan the amount of money set forth on Section 1(a) above to be allocated for Health & Welfare for these full-time employee as follows:

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August 1, 2013 - fifty cents ($0.50)
August 1, 2014 - fifty cents ($0.50)
August 1, 2015 - fifty cents ($0.50)
August 1, 2016 - (TBD based on Central States' cost)
August 1, 2017 - (TBD based on Central States' cost)
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- 2) For years 2013 through 2015, the remaining fifty cents (\$0.50) will be allocated to the applicable Taft -Hartley Pension Plan or the UPS/IBT Pension Plan, as applicable. The health and welfare contribution increases in 2016 and 2017 will be based on Central States actual costs. In those two years, the applicable Taft-Hartley Pension Plan or the UPS/IBT Pension Plan, as applicable, will receive for a pension allocation the differential between the increase to Central States Health & Welfare Plan (CS H&W) and one dollar (\$1.00).
- (iii) For those part-time employees who will be transitioning from a UPS sponsored medical plan to the Central States Health & Welfare Plan, the allocation for years 2013 through 2015 shall be fifty cents (\$0.50) to UPS for health and welfare coverage. Fifty cents (\$0.50) shall be allocated for those years for pension to UPS or a Taft-Hartley pension fund, as applicable. In years 2016 and 2017, the applicable Taft-Hartley pension plan or the UPS Pension Plan, as applicable, will receive for a pension allocation the differential between the increase to Central States Health & Welfare Plan (CS H&W) and one dollar (\$1.00)
- (iv) The increases accrued under this Article on August 1<sup>st</sup>, of each year, can only be allocated to health & welfare and/or pension except as provided within this Article. Any dispute concerning the allocation of health & welfare and pension money shall be determined and/or resolved by the Joint National Negotiating Committee.
- (v) If, in accordance with a duly adopted funding improvement plan or rehabilitation plan, an IBT Pension Fund is required to issue a schedule pursuant to ERISA Section 305 (added by the Pension Protection Act of 2006) that requires contributions in excess of those contained within this Article, the Union and the Employer shall promptly meet to negotiate changes in the Agreement to generate sufficient savings to cover the cost of the increased contributions. Agreement shall not be unreasonably withheld. Once completed, the applicable Fund shall be obligated to accept the schedule as if it was the beginning of the term of a new labor agreement.
- (b) Monthly, daily and hourly health & welfare and pension contributions shall be converted from the weekly rate increases in accordance with past practice.

- (c) During the life of this Agreement, the Employer will continue to make applicable contributions to all IBT Health and Welfare Funds and all IBT Pension Funds (or the successor funds in case of merger of funds) for full-time and/or part-time employees in all Supplements, Riders and Addenda where the Employer was making contributions for full-time and/or part-time employees on May 1, 1982, unless stated to the contrary in this Article or changes placing these employees in UPS plans are negotiated and agreed to by the National Negotiating Committee.
- (d) In those Supplements, Riders and Addenda where the Employer was providing health & welfare and/or pension benefit coverage to employees (either full-time or part-time) on May 1, 1982, the Employer will continue to provide health & welfare and/or pension benefit coverage under the Company plan(s), with funding under the related trust(s) established by the Employer for this purpose, for the life of this Agreement unless specified otherwise in the applicable Supplemental Agreement, Rider, Addendum or this Article. However, this paragraph will only apply through December 31, 2013, as it relates to health &welfare coverage.
- (e) All contractual provisions relating to pensions shall be provided in the respective Supplemental Agreements, Riders and Addenda. References to Company provided health & welfare are being deleted from the Supplements, Riders and Addenda because the Company will no longer be providing medical coverage after December 31, 2013.
- (f) The agreements on Maintenance of Benefits for Teamster Health and Welfare Plans in the Western Conference of Teamsters Supplemental Agreement and in the Northern California Supplement Agreement shall continue in full force and effect during the life of this Agreement. The increase in any Supplement, Rider or addendum as a result of a Maintenance of Benefit increases shall be allocated as follows: fifty cents (\$0.50) per hour to Health and Welfare in each year of the contract. The remainder of the contribution increase set forth in Section 1.(a) each year will be paid into pension. If this hourly amount does not cover the required increases in cost required by the Health & Welfare Plans, then the

remainder of the forty dollars (\$40.00) per week increase will be diverted to a health and welfare contribution, instead of being available for pension.

- (g) The Employer shall not be required to contribute to any jointly trusteed health and welfare plan, consistent with the practices and rules and regulations of such plan in effect as of August 1, 2013 an amount greater than the amount it contributed on July 31, 2013 plus the increases required by this Master Agreement, except as may be required by law notwithstanding any language to the contrary in any Trust Agreement, Participation Agreement or similar document. The only exception to the above is the Maintenance of Benefits provision in paragraph (f) above.
- (h) In the event that there is any change in the existing national health care legislation or if new legislation is enacted, the parties agree to meet and discuss any ramifications of that legislation on the provisions of this Article.

### (i) UPS Part-time Pension Plan

(1) The UPS Pension Plan will be improved to provide monthly benefits for part-time employees not covered by Teamster Pension Plans as follows: The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased effective August 1, 2004 to fifty-five dollars (\$55.00) for each year of past and future Credited Service to a maximum of thirty-five (35) years of Credited Service. The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased solely for purposes of the monthly accrued benefit, effective August 1, 2008 to sixty dollars (\$60.00) for each year of future Credited Service to a maximum of 35 years of Credited Service. If a participant is in Covered Employment on August 1, 2008, he shall receive the sixty dollars (\$60.00) benefit formula for the entire 2008 plan year.

The total monthly service pension benefit will be equal to the following provided the employee meets the Credited Service requirement.

- \$2,100 for retirement at any age after 35 years of part-time Credited Service
- \$1,800 for retirement at any age after 30 years of part-time Credited Service
- \$1,500 for retirement at age 60 with 25 years of part-time Credited Service
- \$1,250 for retirement at any age with 25 years of part-time Credited Service

(based on \$50.00 per year of Credited Service)

- (2) Part-time employees will receive one (1) year of Credited Service for seven hundred fifty (750) or more paid hours. (Six (6) months of part-time Credited Service will be granted for three hundred seventy-five (375) to five hundred (500) hours worked in a calendar year, and nine (9) months of part-time Credited Service will be granted for five hundred one (501) to seven hundred forty-nine (749) hours worked in a calendar year.) This paragraph will also be applied to determine Credited Service for all full-time employees on the payroll on August 1, 2002 who were formerly participants in the UPS Pension Plan.
- (3) The Employer will be responsible for funding the UPS Pension Plan as required to provide the benefits described above and will be responsible for maintaining the plan.
- (4) The UPS Pension Plan will be governed by the terms of the Plan document.
- (5) Effective August I. 2002, the Employer will grant additional years of Credited Service in accordance with the terms of the Plan to all full-time and part-time employees on the payroll on August 1, 2002, who worked for UPS after they were twenty-one (21) but were denied Credited Service solely because the UPS Pension Plan required that an employee be age twenty-five (25) or older to participate in the UPS Pension Plan.
- (6) For those multi-employer pension plans with which the UPS Pension Plan does not have reciprocity, the UPS Pension Plan will execute a mutually agreeable reciprocity agreement with those plans.

(7) The Company will amend the UPS Pension Plan to allow an employee with an hour of service in covered employment on or after August 1, 2013 to become a participant on the January 1 or July 1 (whichever is earlier), after reaching age 21 and completing a 12 month period of employment beginning on their hire date, or any subsequent calendar year, in which they earned at least 375 hours of service. In addition, in order to receive any retroactive benefit service as a result of the change, the employee's primary job as of August 1, 2013 must be a part-time position. The Pension Plan will also be amended to reduce the number of hours of service required to earn a vesting year from 750 to 375. This paragraph does not change how benefit service is accrued.

### (j) Long-Term Disability

- (1) Full-time seniority employees will become eligible for long-term disability (LTD) after six (6) months of employment for non-occupational illnesses or injuries that last longer than twenty-six (26) weeks.
- (2) Long-term disability benefits will equal sixty percent (60%) of the employee's base weekly pay to a maximum of six hundred dollars (\$600) per week for up to five (5) years. Long-term disability benefits begin when short-term disability coverage ends or after twenty-six (26) weeks from date of disability, whichever is later. The six hundred dollars (\$600) cap shall be increased to seven hundred dollars (\$700) effective January 1, 2014 and the eight hundred dollars (\$800) on January 1, 2017.
- (3) Average weekly base pay is computed by averaging paid hours (maximum of forty (40) hours per week) each week during the last full calendar quarter the employee worked and multiplying that by the hourly rate of their base job. Weeks of unemployment in the prior quarter will not be counted in the calculation. If there were substantial weeks of unemployment, the prior full calendar quarter may be used for the calculation.
- (4) The definition of disability, termination of eligibility, offsets, exclusions, limitations, claim procedures and any other related issues will be controlled by the Summary Plan Description.

- (5) The long-term disability coverage will become effective on August 1, 2004 for eligible employees who become disabled after that date. However, pre-existing conditions will not affect the employee's eligibility for LTD.
- (6) In those situations where a Teamster Health and Welfare Fund provides a short term disability benefit, the employee receiving such benefit shall provide the UPS National LTD Plan sixty (60) days advance notice of the estimated termination date of the short term disability. If such notice is not provided, the UPS National LTD Plan shall have the right to delay the commencement of LTD payments.
- (7) Any employee receiving LTD benefits pursuant to this Plan shall be entitled to receive health care coverage in accordance with the SPD for up to twelve (12) months only.
- (8) Notwithstanding any Supplement, Rider or Addendum all fulltime UPS CSI employees will be provided long term disability benefits through this Section.

### (k) Part-time Retiree Coverage

- (1) Effective August 1, 2002 the Employer began providing health insurance coverage to all part-time employees, not covered by a Union plan, who retire on or after that date. This section will not apply to any employee who retires on or after January 1, 2014. To the extent coverage would have been available under this section 1(k), the employee instead shall be eligible for retiree coverage through the Central States Health & Welfare Plan.
- (2) To be eligible for the coverage, the part-time employee must (i) not be eligible for Medicare; (ii) meet the same age and service requirements as that of a full-time employee in the same Supplement, Rider or Addendum and at a minimum, be at least fifty-five (55) years of age with a minimum of twenty-five (25) years of part-time service as defined in the UPS Pension Plan; (iii) be covered as an active employee by a UPS-administered health care plan for part-time employees at the time of retirement and; (iv)

not a part-time employee because of a voluntary bid to part-time status in the five (5) years prior to retirement.

- (3) A retiree's legal spouse is also eligible for coverage if he or she is not eligible for Medicare and is under age sixty-five (65).
- (4) Coverage and benefit levels shall be as specified in the Summary Plan Description.
- (5) Eligibility for coverage for retiree and spouse begins on the first (1<sup>st</sup>) day after the employee's active coverage ends.
- (6) For active retirees as of December 31, 2013, the contribution rates shall be as specified in the Summary Plan Description.
- (1) Jointly Trusteed UPS/IBT Full-Time Pension Fund

The following provisions pertain to the UPS/IBT Full-Time Employee Pension Plan (hereinafter "UPS/IBT Plan") was created for employees who participated in the Central States Southeast and Southwest Areas Pension Fund ("CS Plan") and for future employees who would have participated in the CS Plan absent this agreement who have one hour of service in Covered Employment on or after January 1, 2008.

- (1) Effective January 1, 2008 the Employer and the Union established a new, single employer, jointly trusteed and administered defined benefit plan within the meaning of 29 U.S.C. Section 302 (c)(5) for full-time employees who under the prior agreement would have participated in the CS Plan. As of December 26, 2007, the Employer will cease to have an obligation to contribute to the CS Plan and will have no other obligation to provide such employees with future benefit accruals under the CS Plan.
- (2) The benefit formula for current or future full-time employees who are participants in the UPS/IBT Plan will be as set forth below for each year of future service (hours worked in Covered Employment on or after the effective date) up to a maximum of thirty-five (35) years of Credited Service (such limitation is only appli-

cable to service pensions). This benefit is unreduced if payable at Normal Retirement Age (age 65) and 5 years of vesting service or at age 62 with 20 years of Credited Service. Benefit payments may begin as early as Early Retirement Age (age 50 with five years of vesting service) and are reduced 6% per year for each year and partial year prior to Normal Retirement Age. There shall be no reduction or change in the level of benefits described herein unless negotiated and agreed to by the Union.

Calendar Year Beginning	Monthly Benefit
January 1, 2014	\$170.00
January 1, 2015	\$170.00
January 1, 2016	\$170.00
January 1, 2017	\$170.00
January 1, 2018	\$175.00

- (3) Eligible employees become participants on the first day of the month coincident with or immediately following the date the employee completes one year of service with 750 hours of service (upon becoming a participant, service credit will accrue beginning with the very first hour of service that had been performed when the participant began working in Covered Employment). Employees already participants in the CS Plan at the date this plan is established will be immediately eligible to participate in the UPS/IBT Plan. No benefits are payable unless the participant has at least 5 years of vesting credit or has reached Normal Retirement Age while an employee. One year of vesting credit is earned for each calendar year in which the participant works 750 or more hours. The Employer will grant vesting credit for those employees employed by the Employer before the effective date of the UPS/IBT Plan based on the employment records of the Employer or records of the CS Plan.
- (4) Full-time employees will receive one (1) year of Credited Service for each 1801 paid hours in Covered Employment in a calendar year beginning on or after January 1, 2008. Employees will receive partial years of Credited Service in monthly increments (i.e., one month if employee worked 150 or more hours in Covered Employment in that month). For purposes of earning service credit

for the service pensions only, full-time employees will receive one week of service credit if he has one hour of service in Covered Employment. For service pensions only, if an employee has 0-19 weeks of service credit, he shall not receive any service credit for that calendar year. If he has 20-39 weeks of service credit, the amount of credit for that year will be equal to a fraction the numerator of which is the number of weeks of credit and the denominator is 40. If the employee has 40 weeks of service credit for that calendar year, he shall receive one year of service credit.

- (5) The Employer will be responsible for funding the UPS/IBT Plan as required by applicable law.
- (6) In addition to the normal benefit provided in paragraph (2) above, there shall be a service benefit payable after twenty (20), twenty-five (25), thirty (30) and thirty-five (35) years of full-time service. There is a twenty (20) year benefit for anyone who has reached age 50 and the amount will vary based on the person's age. There is a twenty-five (25) year service retirement benefit for anyone who has twenty-five years of service regardless of age, which shall be \$2,000 per month if less than age 57 when benefits commence and \$2,500 per month if at least 57 when benefits commence. The benefit for the thirty (30) year service retirement shall be \$3,000 per month regardless of the age of the retiring employee. The benefit for thirty-five (35) years service retirement shall be \$3,500 per month regardless of the age of the retiring employee. The plan document shall specify the amounts for the 20 year service pension, eligibility criteria and how the benefits are calculated.

Years of Service	Age	Monthly Service Pension
Pension Credit		
35 years	Any age	\$3,500
30 or more years	Any age	\$3,000 plus \$100/yr of service
		for years over 30 up to \$3,500
25 years	Any Age	\$2,000
	up to age 57	
25 Years	57 or older	\$2,500 plus \$100/yr of service
		for years over 25 up to \$3,500
		maximum.

Effective January 1, 2014, the following enhancements will be implemented:

35 years, any age - \$3,700

30 or more years, any age - \$3,200 plus \$100/yr of service for years over 30 up to \$3,700

Effective January 1, 2017, the following enhancements will be implemented:

35 years, any age - \$3,900

30 or more years, any age - \$3,400 plus \$100/yr of service for years over 30 up to \$3,900

The UPS/IBT Plan will recognize full-time service in the CS Plan for determining eligibility for the benefits in this section and will offset at Normal Retirement Age the benefits accrued from the CS Plan commencing at Normal Retirement Age. If the benefit paid from the CS Plan is reduced as permitted or required by law, the amount of such reduction shall not be included in this offset.

- (7) The UPS/IBT Plan will also provide eligible employees with a monthly disability benefit or lump sum disability benefit (based on age and years of service).
- (8) The UPS/IBT Plan will be governed by the terms of the plan document and trust agreement, both of which are incorporated herein by reference. Any claims for benefits are subject to resolution solely through the UPS/IBT Plan administrative claims process.

# Section 2. Central States Southeast and Southwest Areas Health & Welfare Fund (CSH&W)

- (a) Part-time and full-time employees covered by a Teamster Health and Welfare Fund will continue to be covered by those funds.
- (b) Notwithstanding any provision in any Supplement, Rider or Addendum, effective January 1, 2014 all full-time and part-time

employees on the payroll at that time and those hired thereafter who would have had health and welfare coverage provided by an Employer signatory to this Agreement will instead be provided coverage through the CSH&W Fund regardless of the employee's work location. Weekly payments for the covered employees shall be in accordance with the rules set forth in the applicable Supplement, Rider or Addendum. If there are none then the rules set forth in the Central States Supplement shall apply. UPS will be responsible for making the weekly payments to the CSH&W Plan to provide the medical coverage.

- (c) This Section shall supersede any provisions on the same subject in any Supplement, Rider, or Addendum, including those Supplemental provisions which require part-time benefits to be equal to or the same as full-time medical benefits.
- (d) Notwithstanding any contrary provision in any Supplement, Rider, or Addendum, (i) individual health coverage will be made available to part-time employees hired after August 1, 2008 after twelve (12) months of active employment and (ii) spousal or dependant coverage will also be made available to these part-time employees twelve (12) months after their initial date of employment.
- (e) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through the CSH&W Fund.

### Section 3. CSI Health and Pension Coverage

- (i) Any full-time or part-time CSI employee who is a participant in a Company sponsored health & welfare plan shall be covered by the CSH&W Fund set forth in Section 2 above, effective January 1, 2014.
- (ii) The UPS Pension Plan shall be modified to provide a one hundred and seven dollar (\$107.00) accrual\_effective January 1, 2014 for all years accrued under the UPS Pension Plan.

### Section 4. Re-allocations of Contributions/Wages

The Teamsters UPS National Negotiating Committee may re-allocate designated increases in Health & Welfare and /or pension con-

tributions (HWPC) and/or general wage increases (GWI) provided in this Agreement in accordance with the following rules:

- 1. Any portion of any GWI may be re-allocated as an increased contribution to a Teamster Pension or Health & Welfare Fund. The re-allocation shall apply to all employees in a Supplement, Rider or Addendum, as applicable, provided all of the affected employees (full or part-time, if applicable) are covered by the same Pension or Health & Welfare Fund.
- 2. Twenty-five cents (\$0.25) of a PC may be re-allocated as a GWI. The re-allocation shall apply to all employees in a Supplement, Rider or Addendum, as applicable, provided all of the affected employees (full or part-time, if applicable) are covered by the same Pension or Health & Welfare Fund.
- 3. Once a re-allocation becomes effective, it may not be changed.
- 4. A specified HWPC cannot be re-allocated to a GWI if the pension fund has been certified as being in endangered or critical status (as defined in ERISA section 305 (b)(1) or (b)(2).
- 5. The Employer must be notified of any re-allocation, in writing, at least thirty (30) days prior to the effective date of the GWI or HWPC.

### Section 5. Substitute Health Plan

In the event the Central States Southeast and Southwest Areas Health and Welfare Fund does not maintain the benefit coverage and retiree contribution rate for retiree insurance (including spousal coverage) in effect on the date of ratification of this Agreement, the Union and Employer shall meet to determine and agree if there is a substitute multiemployer plan which will provide comparable coverage. If mutual agreement is reached to provide a substitute plan, the contribution payable by the Employer pursuant to Article 34 Section 1 (a) shall be paid to the new plan.

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SAME FOR ACCTS.

784-110, 249, 261, 397, 538, 585, 926

LOCALS THAT FOLLOW UPS
607-30 770-261 2229-397

### United Refining Co. and Teamsters Local 397, August 1, 2014 - July 31, 2018

### Section 4.

All cases of grievances by employees shall be reported to the supervisor within three (3) working days by Grievant from the date of incident of the occurrence-giving rise to the grievance. Any grievance not so reported shall be deemed void.

### Section 5.

In the event of a grievance by the Company, it shall be processed as above provided, beginning at the "Third" step.

### Section 6.

In view of the orderly procedure for the settlement of the grievances outlined in this Agreement, the Union and the employees will not authorize, sanction or take part in any strike, work stoppage, slowdown or restriction of output or deliveries for any reason whatsoever during the term of this Agreement. The Company will not lock out the employees.

The Employee, Union Steward and Union Business Agent will be notified of any disciplinary warning letters issued to employees within five (5) business days of the Erie terminal manager becoming aware of the incident in question. This period may be extended for a reasonable period of time, not to exceed fifteen (15) business days, by written notice to the Union Business Agent during the initial five (5) day period. Any warning letters shall be removed from an employee's personnel file after twenty-four (24) months from the date the letter was issued.

### ARTICLE XI PENSION

#### Section 1.

The Company will contribute to the Western Pennsylvania Teamsters & Employers Pension Fund......the following:

Effective	8/1/14	\$121.20	per week
Effective	8/1/15	\$128.47	per week
Effective	8/1/16	\$136.18	per week
Effective	8/1/17	\$144.35	per week

These contributions will be made for each regular, full-time (not including seasonal or part-time) employee having thirty (30) or more days of service who works one (1) or more days in

# WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FURS eived

49 AUTO WAY • PITTSBURGH, PA 15206-3663

AUG 2 5 2011

(412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3133

EMAIL: contactus@wpapensionfund.com • Website: http://www.wpapensionfund.com term PA Teamsters & Employers Pension Fund

# 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do <u>not</u> provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%), 2013 (10%) or 2014 (12%)).

If checked below, the Bargaining Parties can select the "**Default Schedule**"; however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form, the Bargaining Parties acknowledge their understanding that the 2010 Rehabilitation Plan provides that for service earned after February 1, 2011, Unit Multipliers will be reduced by 50% until the pending collective bargaining agreement is renewed and one of the applicable schedules is selected or imposed.

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# AGREEWENT

Between

Veritiv— Pittsburgh Division

and

General Warehousemen and Employees

Union Local No. 636

April 1, 2016 through March 31, 2019

totil.

### Pension Fund

The total contribution to the Western PA Teamsters and Employers Pension Fund will increase by 6% per the 2010 Rehabilitation Plan. Both parties acknowledge that the current employee weekly contribution is \$10.10. The employee weekly contributions will increase 6% each year of this agreement. As of April 1, 2016 the Employer and Employee contributions to the Western Pennsylvania Teamsters and Employers Pension Fund for the term of this agreement will be:

Weekly Contributions	As of 3/31/16	Year 1 Eff. 4/1/16	Year 2 Eff. 4/1/17	Year 3 Eff. 4/1/18
Employer	\$239.50	\$253.87	\$269.10	\$285,25
Employee	\$10.10	\$10.71	\$11.35	\$12.03
Total	\$249.60	\$264.58	\$280.45	\$297.28

There will be no diversion of wages for the term of the agreement.

### **ARTICLE 21**

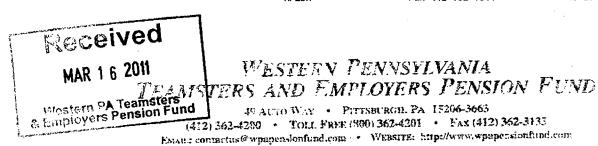
### Hourly Savings Plan

The location participates in the Veritiv Operating Company Hourly Savings Plan (401K) described in the summary plan description entitled "Savings Plan" with no Company matching contributions. All plan provisions are indexed to the core Company plan, with the exception of Company match.

# **ARTICLE 22**

Continued Contributions to Health and Welfare and Pension Fund

The Employer shall continue contributions to the Teamsters Health and Welfare Pension Plans for the following terms: Layoff: 3 months, Non-work related injury/illness: 6 months; Work-related injury: 12 months.



# 2010 REHABILITATION PLAN SELECTION FORM

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LOCAL UNIONS:	276, 636			
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## AGREEMENT

# BETWEEN

# VERITIV OPERATING COMPANY

## AND

# GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 249

April 1,2017 through March 31, 2020

## C.) TEMPORARY WORKERS: 85% of regular employee rate:

Temporary workers shall be paid through a temporary agency designated by the Company. This will in no way affect terms of consideration for hiring, rate of pay, call in, benefits as provided within this Agreement or any other provision specified within this Agreement.

- D.) Nothing set forth in this article shall obligate the Employer to provide fringe benefits for temporary workers. Only regular employees shall receive fringe benefits.
- E.) All drivers are required to drive tractor-trailers.
- F.) All drivers shall take their meal break prior to the 8th hour.

## ARTICLE XI

### **HEALTH AND WELFARE, 401(k)**

### A.) HEALTH AND WELFARE

The Company agrees to the following in total contributions to the Teamsters Health & Welfare Plan of Western Pennsylvania: \$1000.00 plus share premium increases 50/50 up to 10% per year.

Employee pays the portion in excess of 10% per year.

#### B.) PENSION

Each Regular Full-Time Employee Company will contribute \$12.00 per week for Regular Full-Time Employees, to the Western Pennsylvania Teamsters and Employees Pension Fund. Each employee will be required to make the contribution per the schedule below. Contributions to the Western Pennsylvania Teamsters and Employees Pension Fund shall be made per the following schedule during the term of the agreement:

Weekly contributions	Last day of Prior contract 3/31/17	Year 1 4/1/2017	Year 2 4/1/2018	Year 3 4/1/2019
employer Employee	\$273.22	\$280.54	\$297.39	\$315.23
Contribution (mandatory payroll				
deduction)	\$12.00	\$12.73	\$13.48	\$14.29
Total	\$276.67	\$293.27	\$310.87	\$329.52

MAR 1 0 2011

# WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION

Western PA Teamsters Employers Pension Fund

49 ACTO WAY • PITTSBURGEL PA 15206-3663
(412) 362-4200 • TOLE FREE (800) 363-4201 • FAX (412) 362-3133

Establic contecting wpapenslordund.com • Website: http://www.wpapenslordund.com

# 2010 REHABILITATION PLAN SELECTION FORM

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# COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WAYNE CROUSE, INC.

AND

GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION 249 Affilated with

INTERNATIONAL BROHERHOOD OF TEAMSTERS

March 1, 2017 February 28, 2020

any other reason they fail to receive such benefits.

The Employer's obligation to make periodic contributions to the below Fund shall not extend beyond the month in which a regular driver was last employed for the entire month. Regular driver hired March 1, 2011, the pension base rate per week is:

Effective May 1, 2017	\$166.94
Effective May 1, 2018	\$176.95
Effective May 1, 2019	\$187.57
Effective May 1, 2020	\$198.82

#### ARTICLE VI

- (a) Representatives of the Union shall have admission to the shop, garage, or office of the Employer after formally signing with the receptionist in the main office at any time during the working hours for the purposes of ascertaining whether or not this Agreement is being observed by the parties hereto, or for the purpose of assisting in the adjustment or grievances providing that they shall obtain permission from the Employer.
- (b) There shall be no discrimination of any kind against any members of the Union by Foreman, Superintendents, or any other parties in the employ of the Employer.

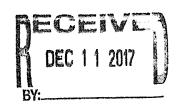
#### ARTICLE VII

(a) The Employer retains the right to discharge any driver but upon the request of the Union, they shall agree to show cause for such discharge. If satisfactory cause cannot be shown, the discharged driver shall be reinstated and shall be paid for all time lost at his regular rate of pay. Drunkenness or dishonesty on duty shall be just cause for dismissal without arbitration. In all cases involving the discharge or suspension of a driver, the Company must immediately notify the driver, in writing of his discharge or suspension and reason therefor. Such written notice shall also be

<sup>6</sup>File 15.2.1 Ex 15.2.1 CBAs 0512

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**THIS AGREEMENT:** made and entered into this First day of March, 2016, and expiring Midnight, February 28, 2021, by and between:

# WAYNE W. SELL CORPORATION,

hereinafter shall be referred to as the "Employer" and/or "Company",

#### AND

#### **TEAMSTERS LOCAL UNION NO. 538:**

hereinafter shall be referred to as the "Union".

**WITNESSETH WHEREAS:** the parties hereto are desirous on entering upon an Agreement as to wage rates, hours and other conditions of employment and to do away with the possibility of strikes, boycotts, lockouts, and the like;

**NOW THEREFORE:** the Company and the Union, acting by their duly authorized Agents, do hereby agree as follows:

responsibility to keep the information updated with the Employer. 2) The disability insurance coverage, two hundred-fifty (\$250.00) per week for a maximum of twenty-six (26) weeks.

The Employer will make reasonable efforts to obtain from the carriers the proposed increases beginning in March of 2017, 2018, 2019, and 2020 prior to February 1st of each year and to meet and discuss with the Union of such increases by February 1 of each year.

- B. To be eligible for Health and Welfare benefits to be paid on your behalf, you must have been available for work a minimum of fifteen (15) days in that month to have benefits paid in the preceding month.
- C. It is the employee's responsibility to turn in all required paper work for enrolling into the health care plan. It is also the responsibility of the employees to update their information with the Employer as necessary.
- D. Any employee who is absent for more than five (5) days in any calendar year for reasons other than medical reasons, which can be verified by a doctor's certificate, funeral leave, court related absence (job related) or jury duty which must be verified, shall be responsible for the employee's daily Health and Welfare benefit cost for any days absent in excess of five (5) days.

## **ARTICLE VIII - PENSION PLAN**

A. As of January 1, 2016 the Employer shall contribute seventeen dollars and three cents (\$17.03) per week, per active eligible employee hired prior to December 1, 2000, to the Western Pennsylvania Teamsters and Employers Pension Fund. Any increases to this Fund shall be those required by the Fund.



- B. Effective December 1, 2015, the Employer shall contribute forty dollars (\$40.00) per week, Effective March 1, 2017 the Employer shall contribute forty-one dollars (\$41.00) per week. Effective March 1, 2018 the Employer shall contribute forty-two (\$42.00) per week. Effective March 1, 2019 the Employer shall contribute forty-three (\$43.00) per week, Effective March 1, 2020 the Employer shall contribute forty-four (\$44.00 per week. The weekly contribution shall be for all active eligible employees to the 401K Plan.
- It is the employee's responsibility to turn in the required paper work to the Employer C. regarding the 401K Plan. On the date of hire, the employee shall fill out all required paper work for the 401K.



# Western Pennsylvania Teamsters and Employers Pension

49 ALTO WAY - PRITSBURGO, PA 15206-3663 (412) 362-4200 • TOLL FREE (800) 362-4201 • FAX (412) 362-3113 Employers Pension Fund

#### 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011. greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%), 2013 (10%) or 2014 (12%)).

If checked below, the Bargaining Parties can select the "Default Schedule"; however, if selected in 2011. annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

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agreement. The Company will also make the above contributions for one (1) month for eligible employees on leave of absence from the effective date of such leave of absence. If the eligible employee is on layoff status, the Company will make the applicable contribution for three (3) months beginning with the date of layoff. If the employee is on non-occupational disability status or Workers Compensation status, the Company will make the applicable contribution for six (6) months beginning with the date of disability status or Workers Compensation status.

Section 3. Group Life Insurance: As of the effective date of this Agreement, group life insurance coverage, in the amount of \$22,500, will be provided to each eligible regular full-time employee with six (6) months of Company service, in accordance with the provisions of the Company's Group Life Insurance Plan. The amount will change as follows during the term of the agreement: Effective 6/7/17 - \$23,000; effective 6/7/18 - \$23,500; effective 6/7/19 - \$24,000.

Section 4. Death in Immediate Family: An employee who is absent because of a death in the immediate family, (husband, wife, child, mother father, grandparents, foster mother, foster father, sister, brother, grandchildren, stepfather, stepmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, and relatives residing in the employee's household) in order to be in attendance at home and at the funeral during a maximum of three (3) consecutive scheduled working days, shall be paid for such time lost from work on a straight-time basis at his or her straight time hourly rate in the current pay period, up to but no more than eight (8) hours for each day of authorized absence. In no event will he or she be paid for more than a maximum of three (3) working days. Any of the first three (3) days (including or following the date of death and ending with the date after the funeral) shall be allowed as the authorized absence with pay. In the event of unusual circumstances that may merit an exception to the consecutive day provision above, a request for such exception must be submitted to and approval obtained from the Plant Human Resources Manager.

An employee who is absent due to the death of his/her daughter-in-law or son-in-law will be paid bereavement benefits for one (1) day.

Employees who are not scheduled to work because of a death in the family will not be permitted to work overtime during those paid days.

Section 5. Retirement Plan: The Company will contribute the amounts listed below, commencing on the dates specified, for each week an eligible employee works at least sixteen (16) hours, (including vacation, compensable injuries, holidays and absence due to personal disability covered under the Company's disability benefits program). Employees who are absent due to a compensable injury will continue to be eligible for retirement plan contributions for an eighteen (18) month period.

NOV 18 2011

# Western Pennsylvania TEAMSTERS AND EMPLOYERS PENSION

Western PA Teamsters Finalours Pension Fund

49 Auto Way • Pittsburgh, PA 15206-3663 (412) 362-4200 • TOLE FREE (800) 362-4201 • Fax (412) 362-3133 Email: confactus @ wpapsusionfund.com . Wensite: http://www.wpapsusionfund.com

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## **AGREEMENT**

### **BETWEEN**

# **WESTERN PENNSYLVANIA TEAMSTERS & EMPLOYERS PENSION FUND**

## **AND**

GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 249
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

**FEBRUARY 1, 2018 TO JANUARY 31, 2021** 

contribution unless that employee is on layoff status or the Employer has not provided that employee full work opportunity in which case only sixty (60) qualification hours shall be necessary.

# ARTICLE XXI PENSION PLAN

- 21.1 The Employer shall contribute to the Western Pennsylvania Teamsters and Employers Pension Fund for each qualified regular employee covered by this Agreement a weekly contribution rate in the amount necessary to maintain the "Master Freight" benefit schedule.
- 21.2 This Fund shall be the Western Pennsylvania Teamsters and Employers Pension Fund. There shall be no other pension fund under this contract.
- 21.3 The Employer agrees to enter into an appropriate Trust Agreement necessary for the administration of such Trust Fund if it has not already done so. By execution of this Agreement, the Employer approves of the Employer Trustees already appointed under such agreement and hereby ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.
- 21.4 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave-of absence, the Employer shall collect from said employee prior to the leave-of-absence being effective sufficient monies to pay the required

contributions into the Pension Fund during the period of absence.

21.5 Contributions to the Pension Fund must be made for each week for each regular employee who has worked at least two days in that week.

# ARTICLE XXII CHECK-OFF

- 22.1 The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union and 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. No deductions shall be made which is prohibited by applicable law.
- 22.2 When the Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from the Local Union, he/she shall remit same no later than thirty (30) days from the date such deduction was made, and in the event he/she fails to do so, he/she shall be assessed ten per cent (10%) liquidated damages.

# ARTICLE XXIII NON-DISCRIMINATION

23.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin, age or handicap.



# Western Pennsylvania Tennisters and Employers Pension Peni

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## 2010 REHABILITATION PLAN SELECTION FORM

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# AGREEMENT by and BETWEEN

# Western Pennsylvania Teamsters and Employers Welfare Fund

and

# **Teamsters Local Union No. 205**

 ${\bf Affiliated\ with\ International\ Brotherhood\ of\ Teamsters} \\ {\it Representing}$ 

Western PA Teamsters and Employers Welfare Fund Clerical Employees

Effective April 1, 2018 through March 31, 2023

contribution in the amount necessary to maintain PLAN 9CW or a plan with similar benefits mutually agreed upon by the Employer and employees.

18.2 If an employee would have qualified for Health and Welfare contributions, but for an absence because of illness or off-the-job injury and notified the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (3) months; or if an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee is released for duty if that employee would have qualified for such contribution but for the compensable injury but in no case shall the contribution be required for a period of more than six (6) months.

If absence initially requires that the employee be confined to the hospital for a period of four (4) or more days, then the contribution for Health and Welfare payment shall be made even though that employee would not have qualified for such payments but for the injury or illness.

In the application of this paragraph, it shall be the Employer's obligation to make the required contributions for a cumulative period of time (either 3 months or 6 months) for each illness or injury, and such 3 months or 6 months period need not be consecutive.

- 18.3 An employee, to qualify for Health and Welfare contributions must have worked or received pay for eighty (80) hours of employment in the preceding month to qualify for the succeeding month's contribution.
- 18.4 A newly hired probationary employee qualifies for Health and Welfare coverage based on the current fund rules. The current fund rules are based upon a work month, invoice month and coverage month. The funds monthly hourly requirement for coverage is eighty (80) hours.

Example – New employee is hired on May 1 and meets eighty (80) hour requirement for May is added to the June invoice and has coverage effective July 1.

#### **ARTICLE XIX - PENSION PLAN**

- 19.1 The Employer shall contribute to the Western Pennsylvania Teamsters and the Employers Pension Fund for each qualified regular employee covered by this Agreement. The contribution/benefit schedule selected under the Pension Fund's Rehabilitation Plan is the Preferred Schedule. Therefore, contributions will increase by six percent (6%) annual for each year of the agreement.
- 19.2 This Fund shall be the Western Pennsylvania Teamsters and Employers 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.
- 19.3 The Employer agrees to enter into an appropriate Trust Agreement necessary for the administration of such Trust Fund if it has not already done so. By execution of this Agreement, the Employer approves of the Employer Trustees already appointed under such agreement and hereby ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.

- 19.4 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue 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.
- 19.5 Contributions to the Pension Fund must be made for each week for each regular employee who has worked at least two (2) days in that week, 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.
- 19.6 The parties to this agreement agree to continue with the terms stated above subject to the right, if during the life of this agreement, to reopen this article with the intent to withdraw from the above stated Pension plan (as proposed by the employees) and switch covered employees to a 401K or other agreed to Retirement Plan. Any such change would be made after notice to the Union, full exchange of information and bargaining to either agreement or impasse. If the parties are unable to reach an agreement on a new 401K / Retirement Plan and withdrawal from the WPA Teamsters & Employers Pension Fund, the terms listed in Article XIX will remain in effect.

#### <u>ARTICLE XX - NON-DISCRIMINATION</u>

- 20.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate, or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin, or age.
- 20.2 Whenever any words are used in this Agreement in the masculine gender they shall be construed as though they were also used in the feminine gender.

#### **ARTICLE XXI - CHRISTMAS BONUS**

21.1 The Employer agrees that it shall pay a Christmas bonus equal to one (1) weeks pay, (40 hours) at the employee's regular hourly rate of pay to each regular employee who has been on the seniority list for a period of one (1) year as of December 25th of each year.



# WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUNGSIVES

49 AUTO WAY \* PETTSBURGH, PA 15206-3663

(412) 362-4200 \* FOLL FREE (800) 362-4201 \* FAX (412) 362-3133

EMARI: contactus@wpapensionfund.com \* Website: http://www.wpapensionfund.com

# 2010 REHABILITATION PLAN SELECTION FOR PA Teamsters

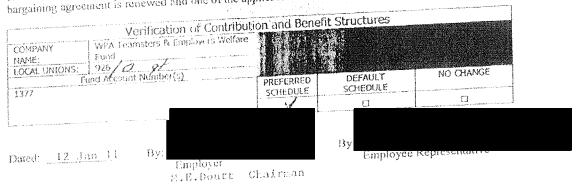
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# **AGREEMENT**

BETWEEN

WILSON MCGINLEY, INC

AND

TEAMSTERS LOCAL #250

JULY 1, 2017 - JUNE 30, 2020

- C. It is further understood that when employees are laid off because of lack of business, the Employer agrees to continue paying monthly premiums to the Health and Welfare Provider for a period of three (3) months. Off due-to sickness Three (3) months, and off due to workmen's compensation Six (6) months.
- D. Employees can opt to add spouses to the Health and Welfare and Dental Plans. The cost of the plans are subject to change by the Provider.

#### ARTICLE VIII - PENSION PLAN

A. The Employer shall contribute the Western Pennsylvania Teamsters and Employers Pension Fund for each regular employee covered by this agreement, the following weekly contributions:

July 1, 2017	\$192.49 per week, per employee
July 1, 2018	\$204.04 per week, per employee
July 1, 2019	\$216.28 per week, per employee

B. It is further understood and agreed that benefits shall become effective only in the case of permanent employees after completion of six (6) months of continuous employment.

#### ARTICLE IX - SENIORITY

- A. Seniority is based on the length of service employees have with the business, which shall include the Employer, his predecessors or successors, and seniority shall prevail at all times. Seniority shall accumulate during the employee's absence due to illness, accidents, vacation, lay-off or while engaged in the service of the Union. Layoffs and re-employment of persons laid off shall be in accordance with seniority. No regular employee shall be laid off without having first been given seven (7) days notice thereof in writing.
- B. Seniority status of any employee who is drafted under the present conscription bill or voluntarily enlist in the armed forces because of the conscription bill and who is obliged to leave the employment of the Employer shall accrue during such absence from the Employer's employ. Upon his discharge from such service, said employee shall be reinstated to his job or to a job of like seniority status and pay, unless he shall be physically or mentally disabled, and as a result thereof, unable to do the work of his job. If the employee fails to apply to the Employer for reinstatement within ninety- (90) days after his discharge from such service, which shall not be dishonorable, the employee shall forfeit the right secured for him by this paragraph.

## ARTICLE X - GENERAL PROVISIONS

A. The Employer retains the right to suspend or discharge any employee for just cause. The Employer agrees that it will notify the Union with Twenty-four (24) hours after a suspension or discharge of any employee. Should there be any question raised regarding a suspension or discharge, the Employer and the Union agreed that their representative will meet within seven (7) days for a discussion regarding the suspension or discharge. In the event, it is mutually agreed that the employee has been unjustly discharged or suspended, he shall be reinstated and compensated for

# Western Pennsylvania Teamsters and Employers Pension Fund

RECEIVED 49 AUTO WAY • PITTSBURGH, PA 15206-3663

JUL 1 1 2011.: contactus@wpapensionfund.com • Website: http://www.wpapensionfund.com

Western PA Teamsters
& Employers Pension FURE HABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%), 2013 (10%) or 2014 (12%)).

If checked below, the Bargaining Parties can select the "Default Schedule"; however, if selected in 2011, annual contribution increases of eight (8%) are required. Greater increases apply if the Default Schedule is first selected or imposed in 2012 (11%), 2013 (14%) or 2014 (17%).

The Bargaining Parties may choose to retain an existing contribution structure which does not provide for annual six (6%) percent contribution increases for the remaining term of a pending collective bargaining agreement which does not expire in 2011. However, by indicating "No Change" on this form, the Bargaining Parties acknowledge their understanding that the 2010 Rehabilitation Plan provides that for service earned after February 1, 2011, Unit Multipliers will be reduced by 50% until the pending collective bargaining agreement is renewed and one of the applicable schedules is selected or imposed.

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# **Summary of the Tentative Agreement**

Extending and Modifying the Current Agreements with YRCW and its Operating Companies YRC Freight, New Penn, Holland and Reddaway (Collectively referred to herein as "YRC")

Following the rejection of the Company's initial proposal, many of you contacted TNFINC and urged that we re-engage the Company in a final attempt to allow it to remain in business. While the Company wanted us to re-vote the initial proposal, and used members of Congress and other government agencies to pressure TNFINC to merely send out new ballots on the same old offer, we refused to do so. We heard your objections and respected the outcome of the ratification vote.

The Company finally conceded and we entered into real negotiations. However, the fact remains that the Company is in dire financial condition and has immediate deadlines to meet or face the danger that some of the creditors will force it into bankruptcy. We believe the following improvements have met the complaints we've heard from you about the initial proposal and we urge you to carefully consider the tentative agreement and the alternatives.

Among the improvements from the initial proposal are:

- Employees on seasonal layoff will be eligible for the lump sum bonus
- The wage freeze for current non-CDL employees has been eliminated
- The starting rate for non-CDL new hires has been increased with a \$1.00/hr annual progression
- Employees subject to the attendance policy will have a "fresh start"
- Employees will keep all of the vacation weeks they have earned and it will be paid at 45 hours/week by the end of the agreement
- The proposal to use Utility Employees has been eliminated
- Restrictions on the use of PTS have been specified and protections for members at affected terminals have been improved

The tentative agreement, if ratified, would apply to Teamster represented employees of all YRC Companies (YRC, Inc., USF Holland, Inc., New Penn Motor Express, Inc., and USF Reddaway, Inc.). It would modify and extend the 2010 Restructuring Agreement which will in all other respects remain in full force and effect through March 31, 2019. *Please refer to the tentative agreement itself for complete details.* 

• Term [TA ¶ 1]: Under the tentative agreement, the terms of the 2008-2013 National Master Freight Agreement and applicable Supplements ("NMFA"), the modifications set forth in the 2010 Restructuring Agreement ("2010 Restructuring Agreement") and the USF Reddaway Western Contract and Northwest Agreement ("Reddaway Agreements") would be extended from March 31, 2015 until March 31, 2019, with a number of changes. Except as changed by this Tentative Agreement, the NMFA, the 2010 Restructuring Agreement and the Reddaway Agreements would remain in place.

## • Ratification Bonus and Lump Sum Payment [TA ¶ 2]:

There will be a \$750 lump sum payment for each regular employee on the seniority list in the event the tentative agreement is ratified and becomes effective, provided the employee was active within 90 days of December 31, 2013 and is still employed at the time of the payment. This payment would replace and be in lieu of the \$.40 increase due on April 1, 2014 under the 2010 Restructuring Agreement. There will also be a second \$750 lump sum payment on April 1, 2015 for all regular full time employees on the seniority list who have been actively working for the prior 12 months. There would be no hourly/mileage pay increase during 2015. Regular full-time employees who have been subject to seasonal layoff between April 1, 2014 and March 31, 2015 will not be disqualified from receiving the \$750 lump sum payment. Employees laid off for other reasons will not be eligible for the lump sum payment. For employees who already received a 2014 wage increase, that increase will remain in effect only until payment of the ratification bonus, at which point the wage rate will revert to the pre-2014 increase rate. The Company is not, however, permitted to try to recoup the 2014 increase earned prior to the payment of the ratification bonus.

• Wages [TA ¶ 3]: No current Teamster represented employee shall have his/her wage rate reduced as a result of this tentative agreement. Wage increases (with equivalent mileage rate increases) will, however, be subject to the 15% reduction set forth in the 2010 Restructuring Agreement per practice as follows:

April 1, 2016 \$.40/hr (x 15 % reduction = \$.34) April 1, 2017 \$.40/hr (x 15 % reduction = \$.34) April 1, 2018 \$.40/hr (x 15 % reduction = \$.34)

# **Summary of the Tentative Agreement**

- Wage Freeze for Non-CDL Eliminated: The Company's prior proposal to freeze the current non-CDL employees' (e.g. dock, clerical, janitor and maintenance) wage rates has been eliminated by the Tentative Agreement. Current non-CDL employees will receive the same wage increases and bonuses as the drivers.
- New Hire Non-CDL Rate Increased [TA ¶ 7(d)]: The wage rates for newly hired non-CDL employees (e.g. dock, clerical, maintenance and janitor) have been increased. Under the Company's prior proposal, new hired non-CDL employees had a top rate of \$16.00 per hour and would start at \$13.60 per hour. Under the tentative agreement, newly hired non-CDL employees start at \$14.00 per hour and receive a \$1.00 per hour increase on their anniversary date until they reach a top rate of \$18.00. Furthermore, these rates are not subject to the 15% reduction in effect from the 2010 Restructuring Agreement.
- Health and Welfare Contribution Increases [TA ¶ 4]:

Under the tentative agreement, the Company will maintain health and welfare benefits at current levels by maintaining current contributions, and increasing them by up to the following amounts if and as required by the applicable health and welfare funds:

January 1, 2015	up to \$.35/hr
August 1, 2015	up to \$.50/hr
August 1, 2016	up to \$1.00/hr
August 1, 2017	up to \$1.00/hr
August 1, 2018	up to \$1.00/hr

The 2010 Restructuring Agreement would be modified so that the August 1, 2014 health and welfare increase will be deferred to January 1, 2015, as reflected above.

• Pension Contributions [TA ¶ 5]: The Company will continue to make contributions to the applicable pension funds or 401(k) plan at 25 % of the 2009 rate, consistent with the 2010 Restructuring Agreement. However, if any health and welfare funds need less than \$.60/hr on August 1, 2016, \$.70/hr on August 1, 2017 or \$.75/hr on August 1, 2018 in order to maintain benefit levels, the difference between the amount required and \$.60/hr, \$.70/hr or \$.75/hr, as applicable may be directed by the applicable Supplemental Negotiating Committee to increase the contributions to the corresponding pension funds or 401(k) plan.

<u>Profit Sharing Bonus [TA ¶ 6]:</u> The profit sharing bonus is clarified to provide that it is <u>not</u> subject to the 15% reduction contained in prior MOUs.

Beginning in 2016, profit sharing bonuses would be payable based on the prior calendar year's performance where the annual published operating ratio is within the following specified ranges:

YRC FREIGHT	
OPERATING RATIO	BONUS AMOUNT
96.1 to 97.0	1 % of W-2 earnings for previous year
93.1 to 96.0	2 % of W-2 earnings for previous year
93.0 and below	3 % of W-2 earnings for previous year
REGIONAL CARRIER COMBINED OPERATING RATIO	BONUS AMOUNT
94.1 to 95.0	1 % of W-2 earnings for previous year
92.1 to 94.0	2 % of W-2 earnings for previous year
92.0 and below	3 % of W-2 earnings for previous year
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- -Regional Carriers are Holland, New Penn and Reddaway.
- -W-2 earnings will exclude any profit sharing bonuses earned during the previous year.
- -Employees who resign, retire or whose employment is terminated during the year in question shall not be eligible for a bonus.
- National Attendance Policy [TA ¶7(a)]: The Company may adopt the National Uniform Attendance Policy, which is the policy currently in effect in the Western Area. Additional language has been added to the Company's prior proposal expressly stating that all employees receive a "fresh start" under the policy, including those in the Western Region. This change does not apply to USF Reddaway, however, which will maintain its current policies.
- Proposed Elimination of One Week of Vacation Removed: The Company's prior proposal to reduce vacation by one week for employees with three weeks of vacation has been eliminated by the tentative Agreement. The amount of vacation now remains unchanged.
- Vacation Pay Calculation [TA ¶ 7(b)]: The reduction in vacation pay calculation previously proposed by the Company has been modified. Under the tentative Agreement, vacation currently paid at more than 40 hours per week will now be paid at 40 hours for vacation earned in 2014, 2015 and 2016. However, it will be paid at 42.5 hours for vacation earned in 2017 and will return to 45 hours for vacation earned in 2018. Similarly vacation pay currently calculated at 1/52 will be paid at 1/58 in 2014, 2015 and 2016. In 2017 it shall be 1/55 and in 2018 it shall return to 1/52.
- Vacation Use Option for employees [TA ¶ 7(b)]: Between the months of March and October, employees (at the employees' option) would have the option of working and receiving pay in lieu of vacation, provided the pay in lieu of vacation would be made in 1 week increments.
- Direct Deposit [TA ¶ 7(c)]: Where not prohibited by law, all employees would be required to use automatic electronic deposit of their paychecks. Accommodations are proposed for situations in which deposits are not made appropriately due to

# RATE CHANGE EFFECTIVE AUGUST 1, 2017

COMPANY NAME	ACCT. NO.	RATE
YRC - YELLOW FREIGHT	154/110	\$91.50
YRC - YELLOW FREIGHT	154/249	\$91.50
YRC - YELLOW FREIGHT	154/397	\$91.50
YRC - YELLOW FREIGHT	154-926	\$91.50
YRC - YELLOW FREIGHT	2232/249	\$91.50
YRC - ROADWAY	782/110	\$91.50
YRC - ROADWAY	782/249	\$91.50
YRC - ROADWAY	782/397	\$91.50
YRC - ROADWAY	782/538	\$91.50
NEW PENN	1857/110	\$91.50
NEW PENN	1857/249	\$91.50
USF HOLLAND	1928/538	\$91.50
USF HOLLAND	2174/397	\$91.50
USF HOLLAND	2294/110	\$91.50

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# COLLECTIVE BARGAINING AGREEMENT

### BETWEEN

# ZENITH SUPPLY COMPANY

AND

GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION 249
affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

MAY 1, 2017 TO APRIL 30, 2018

The Company agrees to maintain Community Blue PLAN 9C2 on behalf of all regular employees for the life of this agreement as determined by the Trustees of the Fund. For the length of this contract the Company will pay the cost to maintain Community Blue Plan 9C2.

By execution of this Agreement, the Company agrees to be bound by and hereby assents to, all of the terms of the Agreement and Declaration of Trust creating the Fund, as amended, and all of the rules and regulations heretofore and hereafter adopted by the Trustees of the Fund pursuant to the Agreement and Declaration of Trust, and all of the actions of the Trustees in administering the Fund in accordance with the Agreement and Declaration of Trust and the rules and regulations adopted by the Trustees.

The company also agrees to accept as the Trustees, the present Trustees appointed under the Agreement and Declaration of Trust and all past or succeeding Trustees as shall have been or will be appointed in accordance with the terms of the Agreement and Declaration of Trust.

When an employee is on lay-off due to illness, all contributions shall be made for three (3) months.

# ARTICLE XXII PENSION

The Company shall participate in the Western Pennsylvania Teamsters and Employers Pension Fund. There shall be no other Pension Plan for operations under this Agreement.

Effective, May 1, 2017 the Company shall contribute to the Pension Fund \$287.19 per week the Company shall contribute to the Pension Fund for each regular employee covered by this Agreement in accordance with the terms of the Pension Trust Agreement and Plan for the life of this Agreement. (SEE ATTACHED PREFERRED REHABILITATION AGREEMENT)

By execution of this Agreement, the company agrees to be bound by, and hereby assents to, all of the terms of the Agreement and Declaration of Trust creating the Pension Plan, as amended, and all of the rules and regulations heretofore and hereafter adopted by the Trustees of the Fund pursuant to the Agreement and Declaration of Trust, and all of the actions of the Trustees in administering the Fund in accordance with the Agreement and Declaration of Trust and the rules and regulations adopted by the Trustees.

The Company also agrees to accept as Employer Trustees the present Employer Trustees appointed under the Agreement and Declaration of Trust and all past or succeeding Employer Trustees shall have been or will be appointed in accordance with the terms of the Agreement and Declaration of Trust.

If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions until such employee returns to work. 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 to the PENSION FUND during the period of absence.

# ARTICLE XXIII JURY DUTY

If a regular employee is called for jury duty and serves on the jury, the Employer shall pay him the difference between what he received for jury duty and what he would have earned at straight time had he not served on the jury. The employee shall furnish written proof of his service on the jury and his jury pay, and when not required to serve on the jury during such period shall report for work.

# ARTICLE XXIV SEVERANCE PAY

APR 2 1 2011

Western PA Teamsters & Employers Pension Fund

# WESTERN PENNSYLVANIA & Employers Pension Fund

69 AUTO WAY PITTSBURGE, PA 15206-3663
(412) 362-4200 TOLL FREE (800) 362-4201 FAX (412) 362-3133

EMAIL: contactus@wpapensionfund.com Website: http://www.wpapensionfund.com

# 2010 REHABILITATION PLAN SELECTION FORM

By execution of this form, the undersigned contributing employer and employee bargaining representative (the "Bargaining Parties"), acknowledge their understanding and agree that the annual rate increases owed to the Western Pennsylvania Teamsters and Employers Pension Fund ("Pension Fund") on behalf of employees covered under one or more collective bargaining agreements or participation agreements determine the benefit structure for benefits as described in the Pension Fund's 2010 Rehabilitation Plan.

The Bargaining Parties acknowledge that a copy of the 2010 Rehabilitation Plan has been provided and that they are aware that it sets forth two alternative schedules of contribution and benefit structures, one of which must be selected by the Bargaining Parties when collective bargaining agreements and participation agreements come up for renewal. It also provides for benefit structures which apply in the interim period prior to renewal.

The Bargaining Parties acknowledge their understanding that the "Preferred Schedule" will be deemed to apply to pending agreements which already have a six (6%) percent annual contribution increase in place by the end of 2011. For existing agreements which do not provide for a six (6%) percent contribution increase beginning in 2011, if checked below, the Bargaining Parties hereby agree that the contribution obligation stated in the applicable collective bargaining agreement is amended, effective on the anniversary date of that agreement, by such amount as is necessary to comply with the annual six (6%) percent requirement set forth in the 2010 Rehabilitation Plan. (Note that if compliance with the Rehabilitation Plan is delayed past 2011, greater contribution increases will be required for selection of the Preferred Schedule in 2012 (8%), 2013 (10%) or 2014 (12%)).

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