

EXHIBIT 18

COLLECTIVE BARGAINING AND SIDE AGREEMENTS

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
ACETYLENE SUPPLY CO. INC.
AND
TEAMSTERS LOCAL 701**



EFFECTIVE JANUARY 14, 2017 THROUGH JANUARY 13, 2019

Section 6. Cell Phone

The company will pay each driver an additional \$35.00 per month for usage of the employee's personal cell phone, or the company will provide a company-issued cell phone

ARTICLE 25. WELFARE AND PENSION

Section 1. Participation and Contribution.

The Employer, upon execution of this Agreement, shall contribute the following contributions periodically, as set forth herein as required by the rules and regulations of the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, for the purpose of providing and maintaining benefits heretofore in effect and as hereinafter may be amended, from time to time, in accordance with the Trust Agreement regulating said fund. Said Trust Agreement, and all amendments and/or changes thereto as adopted by the Trustees, shall hereby be considered part of this contract. Upon execution of this Agreement, the signatory and employer confirms all prior acts of the Trustees, provided said acts were not contrary to law, and further, that they were authorized and taken pursuant to the authority as set forth in the present amended Trust Agreement.

- A. The only increase in Employer contribution during the term of this Agreement shall be those provided for in the National Master Freight Agreement.
- B. The Employer hereby agrees to permit an authorized Representative of the Union, as well as an authorized representative so designated by the Welfare and Pension Fund Mid-Jersey Trucking Industry, Local No.701, to inspect its payroll records for the purposes of checking the accuracy of the contributions required to be made by the Employer to said fund(s). If the Employer fails to make the contributions provided for herein within the time required by the trust indenture and the rules and regulations of the fund(s), then the trustees may cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute. Additionally, the Fund may institute action to collect delinquent contribution in accordance with the Trust Agreement.
- C. Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of his contribution to the Welfare and Pension Fund(s) created under this contract, in accordance with the rules and regulations of the trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given 72-hour notice to the Employer of such delinquency in Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, including the right to strike, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

- D. A contribution shall be required for all hours worked or paid, including but not limited to, vacation time, paid sick days, bereavement pay, jury duty and paid holidays.

Section 2. Health & Welfare Plan B and Pension Contribution.

The Employer, upon execution of this Agreement, shall contribute the following contributions periodically, as set forth herein, as required by the rules and regulations of the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, for the purpose of providing and maintaining welfare benefits heretofore in effect and as hereinafter may be amended, from time to time, in accordance with the Trust Agreement regulating said Fund, and for the purpose of providing pension benefits as heretofore in effect or as hereinafter may be amended.

Said welfare and pension benefits as presently in effect and all amendments and/or changes thereto, including the Trust Agreement, heretofore and presently in effect, as adopted and/or revised by the trustees, pursuant to the terms of said Trust Agreement, shall be attached hereto and hereby considered part of this section and contract. Upon execution of this Agreement, the signatory and employer confirms all prior acts of the trustees, provided said acts were not contrary to law, and further, that they were authorized and taken pursuant to the authority as set forth in the present amended Trust Agreement.

- A. Effective January 14, 2017 the pension contribution rate per hour based on forty (40) hours will be as follows:

January 14, 2017	January 14, 2018
\$5.00	\$5.00

- B. Increase to Health & Welfare contributions shall be made as required by the Trustees of the Health & Welfare Funds in order to maintain the level of benefits then in effect for each hour paid to each employee up to forty (40) hours per week.

January 14, 2017	January 14, 2018
\$10.08 per hour	\$10.71 per hour

- C. the Employer hereby agrees to permit an authorized representative of the Union, as well as an authorized representative so designated by the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to said fund(s). If the Employer fails to make the contributions provided for herein within the time required by the trust indenture and the rules and regulations of the fund (s), then the trustees may cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute. Additionally, the Fund may institute action to collect delinquent contributions in accordance with the Trust Agreement.

D. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the Welfare and Pension Fund(s) created under this contract, in accordance with the rules and regulations of the Trustees of such Fund(s), the employees or their representatives, after the proper official of the Local Union shall have given 72-hour notice to the Employer of such delinquent in Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

E. Company allows bargaining unit employees to participate in the company's 401k plan with no company match.

ARTICLE 26. TRANSFER OF COMPANY TITLE OR INTEREST AND CHANGE OF BARGAINING STATUS

Section 1.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the Sale, transfer or lease of any individual run or runs, only the specific provisions of this contract, excluding supplements or other conditions, shall prevail.

It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor, or lesser executes a contract of transaction as herein described.

In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, transferee or lessee to assume the obligations of this contract, the Employer shall be liable to the Union and the employees covered for all damage sustained as a result of such failure to require assumption of the terms of this contract, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this contract.

Section 2.

Where the Employer, signatory to this contract, changes and/or moves his operation out of this jurisdiction of the Union, the present employees and this contract shall prevail at the new terminal or location and all employees affected shall have a right, in keeping with the present seniority, to move to the new terminal location with all seniority rights.

Where the Employer consolidates the terminal under which this contract applies, into another terminal where another contract may apply, notice in writing shall be first given to the

ADDENDUM

Awisco ASCO LLC ("Awisco") acknowledges that Acetylene Supply Co. ("ASCO") and the International Brotherhood of Teamsters, Local 701 ("Local 701") have entered into this Memorandum of Understanding for the period of January 14, 2017 through January 13, 2019 ("MOU") which has provisions which would require Awisco to assume the collective bargaining agreement as amended by this MOU if Awisco buys ASCO. In the event that Awisco does not purchase ASCO or a sale does not close, Awisco shall have no obligation whatsoever with respect to this MOU.

To the extent that any sale of assets takes place during the term of this MOU, Awisco, ASCO and Local 701 agree that Articles 10, 26 and 33 of the current collective bargaining agreement shall be amended as follows:

- a. The buyer shall offer employment to eight (8) employees based on seniority, to include at least five (5) drivers.
- b. To the extent that the buyer does not offer any current employee a position, Asco shall offer a severance payment of one and one half (1.5) weeks of pay per year of service, capped at ten (10) years of service. For employees with less than ten (10) years of service, severance will be pro-rated based on the anniversary date of hire. Eligibility for severance pay requires that the employee be actively employed or on Workers Compensation when the sale is closed and sign a release of all claims and rights in the form attached hereto.
- c. The buyer will recognize Local 701 as the bargaining agent of any ASCO employees to whom it offers a position and are currently members of Local 701 reporting into ASCO's Woodbridge location.
- d. Article 10 shall not apply to any deliveries initiated out of locations other than Woodbridge, regardless of where the order was placed. Any work currently being serviced out of ASCO Woodbridge south of route 78 will remain bargaining unit work. Any new work initiated in the Woodbridge location or any new facility south of route 78 will be subject to negotiations.

On Behalf of I.B.T. Local 701

On Behalf of Acetylene Supply Co.

Dated:

1/19/17

Dated:

Dated:

1/19/17



ABF FREIGHT SYSTEM, INC.

and

TEAMSTERS LOCAL UNION NO. 701

AVENEL, NJ

MAINTENANCE AGREEMENT

APRIL 1, 2013 – MARCH 31, 2018

check within twenty-four (24) hours to the employee, at the address designated by the employee.

When the regular payday occurs on a holiday, the Employer shall pay the employees on the regular workday immediately preceding the holiday.

The Employer shall pay in cash or make suitable arrangements to cash checks on payday. Each employee shall be provided with a statement of gross earnings, and an itemized statement of all deductions made for any purpose.

An employee's verified pay shortage or overage shall be adjusted no later than the regular pay day after the pay shortage or overage is verified, unless such verified pay shortage is \$50.00 or more, then such pay shortage shall be corrected within seventy-two (72) hours after the shortage is verified. The term "regular pay day" means the next regular payday for the week in which pay shortage or overage is verified.

ARTICLE 20. HEALTH, WELFARE AND PENSION

Section 1. Participation and Contribution

The Employer, upon execution of this Agreement, shall contribute the following contributions periodically, as set forth herein, as required by the rules and regulations of the Pension fund, Mid-Jersey Trucking Industry, Local No. 701, for the purpose of providing and maintaining benefits heretofore in effect and as hereinafter may be amended, from time to time, in accordance with the Trust Agreement regulating said Fund. Said Trust Agreement, and all amendments and/or changes thereto as adopted by the Trustees, shall hereby be considered part of this contract. Upon execution of this Agreement, the signator and employer confirms all prior acts of the Trustees, provided said acts were not contrary to law, and further, that they were authorized and taken pursuant to the authority as set forth in the present amended Trust Agreement.

A. Welfare and Pension Contribution Plan A.

Effective **August 1, 2013**, the Employer's contribution to the combined Funds shall be increased up to **\$1.00 per hour** with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective **August 1, 2014**, the Employer's contribution to the combined Funds shall be increased up to an additional **\$1.00 per hour** with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of Welfare and Pension Fund.

Effective **August 1, 2015** the Employer's contribution to the combined Funds shall be increased up to an additional **\$1.00 per hour** with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective **August 1, 2016**, the Employer's contribution to the combined Funds shall be increased up to an additional **\$1.00 per hour** with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective **August 1, 2017**, the Employer's contribution to the combined Funds shall be increased up to an additional **\$1.00 per hour** with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

B. The only increases in the Employer contribution during the term of this Agreement shall be those provided for in the National Master Freight Agreement.

C. The Employer hereby agrees to permit an authorized representative of the Union, as well as an authorized representative so designated by the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, to inspect its payroll records for the purposes of checking the accuracy of the contributions required to be made by the Employer to said Fund (s). If the Employer fails to make the contributions provided for herein within the time required by the Trust Indenture and the Rules and Regulations of the Fund(s), then the Trustees may cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute. Additionally, the Fund may institute action to collect delinquent contributions in accordance with the Trust Agreement.

D. Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of his contribution to the Welfare and Pension Fund(s) created under this contract, in accordance with the Rules and Regulations of the Trustees of such Funds, the employees or their representative, after the proper official of the Local Union shall have given 72-hour notice to the Employer of such delinquency in Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, including the right to strike, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

E. A contribution shall be required for all hours worked or paid, including but not limited to vacation time, paid sick days, bereavement pay, jury duty and paid holidays.

F. In addition the Employer shall make the applicable Health and Welfare Contribution of eight (8) hours a day to a maximum of 40 hours in a week for any employee who is on Workers Compensation for a period of six (6) months.

ARTICLE 21. ADDITIONAL AGREEMENTS

Section 1. Work Clothes

The Employer agrees to provide, without cost to the employee, five (5) sets of mechanic's uniforms for each maintenance employee per week, and make the necessary arrangements at his discretion for proper cleaning and replacement of same. Rain gear and winter coats shall be supplied to all maintenance employees. Aprons, gloves and eye wear shall be available to all employees with cleaning batteries.

Section 2. Coffee Breaks

All employees covered by this Agreement shall be given two (2) paid coffee breaks on company time, half-way between starting time and lunch period, and the other, half-way between lunch period and quitting time; each

IN WITNESS WHEREOF, the parties hereby have caused the within Agreement to be executed by its duly authorized representatives or officers.

FOR THE EMPLOYER:

BY:

VICE PRESIDENT,
INDUSTRIAL RELATIONS
ABF FREIGHT SYSTEM, INC.

DATE:

4/25/14

FOR THE UNION:

BY:

ERNIE SOEHL, PRESIDENT
TEAMSTERS LOCAL UNION NO. 701
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

DATE:

4-28-2017



ABF FREIGHT SYSTEM, INC.

and

TEAMSTERS LOCAL UNION NO. 701

AVENEL, NJ

OFFICE CLERICAL AGREEMENT

APRIL 1, 2013 – MARCH 31, 2018

Memorandum of Agreement of Collective Bargaining Agreement

GCP Applied Technologies (herein "GCP" or "the Company") and Local 701, International Brotherhood of Teamsters (herein "Local 701" or "the Union") agree that this Agreement shall be effective April 1, 2018, and be in full force and effect for a three (3) year term, with end date of 11:59 p.m. March 31, 2021.

All terms and conditions of the Memorandum of Agreement for the period April 1, 2018-March 31, 2021, and the Agreement between Local 701 and GCP for the period of April 1, 2015 through March 31, 2018 shall continue to constitute the Collective Bargaining Agreement between the parties, except as modified herein:

1. All terms and conditions as written in the 2008-2013 National Master Freight Agreement and the NJ-NY Area General Trucking Local 701 Agreement,
2. The Company agrees that there is to be an annual increase increment in compensation as follows:

Effective	April 1, 2018	\$1.30 per hour
	April 1, 2019	\$1.35 per hour
	April 1, 2020	\$1.40 per hour

Local 701 shall have the authority to allocate the increment between wages and benefits (Health and Welfare). The Union shall notify the Company of the allocation each year on or before the contract renewal date. Noting the first year allocation implementation will be after April 1, 2018, the Union shall notify the Company of the allocation within five (5) days after ratification, with the implementation to be retroactive to April 1, 2018. The Company has been presented with the Local 701 Rehabilitation Plan and does hereby agree to adopt the Plan and to continue to make contributions to the Pension Fund. There shall be no increase in pension contributions during the term of this Agreement. In the event the Trustees of the Welfare and Pension Fund for the Mid-New Jersey Trucking Industry & Local No. 701 requires GCP to increase its current contribution of \$9.51 per hour, the Parties agree that this contract will be re-opened for negotiations over economic terms and the term of the contract.

3. GCP has negotiated with the Union regarding terms and conditions for GCP to utilize a third party organization for purposes of holding and maintaining this collective bargaining agreement and collective bargaining relationship, which agreement shall be referred to as the "Third Party Employer Agreement," and Recognition and Successor Employer Agreement, with these Agreements to be recognized as separate and independent from the collective bargaining agreement. Should GCP utilize this option to utilize a third party organization for the technical legal employment of the bargaining unit employees, GCP shall nevertheless remain obligated to make contributions to the Local 701 Pension Fund for each hour paid to the employees employed pursuant to the "Third Party Agreement." GCP acknowledges that at the commencement of this Agreement the bargaining unit consists with sufficient work for three employees, but with one employee having recently retired. GCP agrees to hire a replacement employee.

4. GCP will be permitted to utilize common carriers to supplement its delivery needs when work volumes temporarily require more than the current three (3) bargaining unit drivers employed by GCP. Such overflow deliveries will originate from the Somerset facility. GCP bargaining unit drivers will in all instances be given first priority in available runs on a daily basis. IBT Local 701 shall have the right, at its request, to verify that its members have been given first priority on available run, and GCP agrees to provide appropriate documentation to allow the Union to verify its members have not been denied straight time work due to the use of common carriers. Further, when the utilization of outside carriers is for a reasonably prolonged period of a continuing nature, the Employer shall increase the number of bargaining unit employees. GCP shall not utilize this ability to utilize outside carriers as a subterfuge to avoid or evade obligation under the collective bargaining agreement and in the collective bargaining relationship. When a bargaining unit employee leaves the unit due to retirement, or other termination, then GCP

shall hire to fill the vacancy provided work remains available.

This Memorandum is subject to ratification approval by the bargaining unit.

ON BEHALF OF:

ON BEHALF OF:

Local 701, International Brotherhood
of Teamsters

GCP Applied Technologies

E

Third Party Employer Agreement

This Agreement is made and entered into on this _____ day of _____, 2018 by and between Local 701, International Brotherhood of Teamsters (herein "Local 701") and GCP Applied Technologies Inc. and its subsidiaries and related companies (herein "GCP").

1. Local 701 and GCP are now, and for many years has been, in a collective bargaining relationship involving GCP's recognition of Local 701 as the exclusive bargaining representative of unit of drivers performing driving work for GCP, currently from GCP's Somerset, New Jersey facility.

2. GCP has requested Local 701 to grant GCP as having the ability to utilize a third party entity to assume the lawful obligations established by the collective bargaining relationship and under the collective bargaining agreement. Local 701, by and through this Agreement, agrees to permit GCP to utilize a third party entity to accept and assume all of GCP's collective bargaining relationship and collective bargaining agreement obligation except regarding the obligation to participate and make contributions to the Local 701 Pension Fund, but only under the terms and conditions set forth herein.

a. GCP may designate any employer entity as a third party entity, herein "Successor Employer" provided as a pre-condition that the Successor Employer, GCP, and Local 701 enter into a "Recognition and Successor Employer Agreement," the form which is attached hereto as Exhibit A. Upon the full execution of the Recognition and Successor Employer Agreement, and during the continuation of such Agreement, GCP shall not be recognized as the Employer of the employees employed in the bargaining unit except to continue to make contributions to the Local 701 Pension Fund, nor be bound by the terms of the collective bargaining agreement except in regards to adherence to arbitration awards. Should GCP or the Successor Employer terminate their relationship, GCP shall either simultaneously contract with a new Successor.

Employer who as an essential condition of their contract must agree to, and enter into, a Recognition and Successor Employer Agreement with GCP and Local 701, or alternatively, GCP shall again become the employer of the Local 701 bargaining unit employees, be deemed as having hired the employees directly, resume the collective bargaining relationship, adopt the seniority list, as well as adopt and becoming bound by the then current collective bargaining agreement.

b. During the existence of any Recognition and Successor Employer Agreement, should any dispute arise between the Successor Employer and Local 701 which dispute is to be resolved by the grievance and arbitration processes set forth in the collective bargaining agreement, or through civil litigation, to the extent necessary to fully implement the settlement, award or judgment, GCP agrees that it shall adhere to the grievance settlement, arbitration award, and civil litigation settlement judgment. GCP agrees that it shall not utilize the Successor Employer, or the Recognition and Successor Employer Agreement as a subterfuge to negotiate or interfere with the Successor Employer's contractual and legal obligations to Local 701 and the bargaining unit employees.

c. GCP may at its election, at any time prior to entering into its initial relationship with a Successor Employer, have the right to effectuate a withdrawal from the Mid-Jersey Trucking Industry and Teamsters Local 701 Pension Fund (a defined benefit plan), within the meaning of ERISA §4201, 29 U.S.C.A. §1381, et al. Should GCP act to effectuate withdrawal, GCP shall be liable to the Pension Fund for its withdrawal liability, but further, by operation of the cessation of contributions into the Pension Fund, the collective bargaining agreement shall be amended to provide that GCP agrees to participate in the defined contribution retirement plan, the Mid-Jersey Trucking Industry and Teamsters Local 701 Annuity Fund, with the hourly

contribution to the Annuity Fund to be the same as was contributed to the Pension Fund. Should the collective bargaining agreement be thus modified, the Successor Employer shall be similarly obligated to participate in and contribute only into to the Annuity Fund.

3. It is agreed and acknowledged that this Third Party Employer Agreement is commercial in nature with the purpose and intention to provide job preservation and economic protections for the current and future Local 701 members, while also providing GCP the flexibility of operating its business. This Third Party Employer Agreement shall continue to be in force and have effect year after year, without a scheduled ending term, and may only be modified or cancelled through the mutual agreement of Local 701 and GCP.

ON BEHALF OF:

Local 701, International Brotherhood
of Teamsters

ON BEHALF OF:

GCP Applied Technologies Inc.

By: _____
Ernie Soehl, President

By: _____
Nikita Subramanian, HR Business Partner

Date:

Date:

Exhibit A

RECOGNITION

and

SUCCESSOR EMPLOYER AGREEMENT

This agreement is made and entered into this _____ day of _____, 20__ by and between Local 701, International Brotherhood of Teamsters, hereinafter "Local 701" and GCP Applied Technologies Inc., hereinafter "GCP" or "the Employer," and _____ (Name), _____ (Address) _____ (Phone Number) _____ (Email) hereinafter called the "Successor Employer."

There presently exists a collective bargaining agreement between Local 701 and the Employer, effective April 1, 2018 and terminating March 31, 2021. That contract recognizes Local 701 as the sole collective bargaining agent with respect to wages, hours, and working conditions for all truck drivers employed by the Employer working at its Somerset, New Jersey facility.

It is agreed and understood that the Successor Employer will, on _____, 20____, succeed Employer in the operation of Employer's Business regarding the bargaining unit as defined in the collective bargaining agreement between Local 701 and the Employer.

It is agreed the Successor Employer recognizes Local 701 as the sole collective bargaining agent with respect to wages, hours, and working conditions of the employees in the existing bargaining unit and any additional classifications that may be established within the bargaining unit during the life of the agreement for the purposes of collective bargaining as provided by the National Labor Relations Act. Further, in recognizing Local 701 as the collective bargaining agent, the Successor Employer agrees to, and hereby adopts and accepts, the present collective bargaining agreement between the Union and the Employer, effective April 1, 2015 and terminating March 31, 2018, and agrees to be bound in all respects to this collective bargaining agreement through its duration, agrees to hire all existing bargaining unit employees, and adopt the existing seniority list but that GCP shall be recognized as the entity obligated to make contributions to the Local 701 Pension Fund on behalf of each bargaining unit employee. Except for the change in employer identification, the terms of the collective bargaining agreement and all past practices in all respects shall remain the same.

LOCAL 701 INTERNATIONAL DATE
BROTHERHOOD OF TEAMSTERS

GCP Applied Technologies Inc. DATE

SUCCESSOR EMPLOYER _____ DATE _____

- C. These provisions shall also apply if a holiday falls on a Saturday. If, during any holiday week, an employee is unable to work a day because of federal or state regulations, he shall be credited with one (1) full day.

Section 3. Pay if Worked

All provisions of Article 16, Section 6 of this Agreement, with respect to holiday pay shall apply to work performed on any of the recognized holidays.

Section 4. Holidays Occurring on Sunday

When any of the recognized holidays occur on Sunday, and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday, and paid for as such.

ARTICLE 23 - HEALTH, WELFARE AND PENSION

Section 1. Participation and Contribution

The Employer, upon execution of this Agreement, shall contribute the following contributions periodically, as set forth herein, as required by the rules and regulations, of the Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, for the purposes of providing and maintaining benefits hereto fore in effect and as hereinafter may be amended, from time to time, in accordance with the Trust Agreement regulating said Fund. Said Trust Agreement, and all amendments and/or changes thereto as adopted by the Trustees, shall hereby be considered part of this contract.

Upon execution of this Agreement, the signatory and employer confirms all prior acts of the Trustees, provided said acts were not contrary to law, and further, that they were authorized and taken pursuant to the authority as set forth in the present Trust Agreement.

A. Welfare and Pension Contribution Plan A

Effective **August 1, 2013**, the Employer' contribution to the combined Funds shall be increased up to **\$1.00 per hour** with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective **August 1, 2014**, the Employer's contribution to the combined Funds shall be increased up to an additional **\$1.00 per hour** with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective **August 1, 2015**, the Employer's contribution to the combined Funds shall be increased up to an additional **\$1.00 per hour** with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective **August 1, 2016**, the Employer's contribution to the combined Funds shall be increased up to an additional **\$1.00 per hour** with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

ARTICLE 30 – TERMINATION CLAUSE

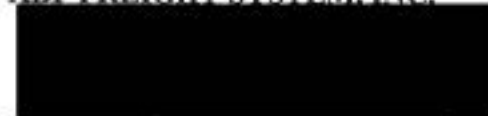
This Agreement shall be in full force and effect from April 1, 2013, to and including March 31, 2018, and shall continue in full force and effect from year to year thereafter, unless either party gives the other notice, in writing, at least sixty (60) days before the expiration date in any year that it does not desire the contract to be renewed automatically for the ensuing year.

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

IN WITNESS WHEREOF, the parties hereby have caused the within Agreement to be executed by its duly authorized representatives or Officers.

FOR THE EMPLOYER:

ABF FREIGHT SYSTEM, INC.



By: David Evans
Vice President, Industrial Relations
ABF Freight System, Inc.

Date: 4-25-14

FOR THE UNION:

TEAMSTERS LOCAL UNION No. 701
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS



By: [Redacted] Local President

Date: 4-28-14

1. Maintenance of Standards

All conditions of employment contained in the current Local 701 Agreement expiring March 31, 2013 relating to wages, hours of work, fringe benefits and local general working conditions, and all established local past practices providing for better wages, hours and working conditions than those contained in the National Master Freight Agreement and Supplement shall be maintained at not less than the highest standard in effect at the signing of this Agreement. Such better conditions shall prevail notwithstanding the provisions of any other agreement.

2. Eight (8) Hours Guarantee

All employees identified hereinabove shall be guaranteed on any day, eight (8) hours when they report for work, Monday through Friday; Saturdays, Sundays and Holidays included.

3. Sunday - Holiday - Overtime Rate

Employees assigned to work on a Sunday evening, or in the evening of a holiday (except where the holiday falls on Saturday, in which case paragraph following shall apply), and whose work ends on the following day, shall be paid at the Sunday or Holiday overtime rate until 12:00 midnight, at which time the regular hourly rate of pay shall apply until he has completed eight (8) hours of work. For all work in excess of eight (8) hours, the regular overtime rate shall apply. If such employees work more than eight (8) hours they shall be paid at the overtime rate applicable for that day.

All hours worked on a Saturday that is a holiday shall be paid at the rate of time and one-half straight time, plus the holiday pay, with a minimum guarantee of eight (8) hours paid at the rate of two and one-half times the straight time hourly rate. Hours worked in excess of eight (8) on such holiday Saturday shall be paid at the rate of three times the straight time hourly rate.

4. Fixed Starting Time

The present starting times for employees shall be continued during the term of this contract. Such employees ordered to report for work before such starting time shall be paid at time and one-half the appropriate rate for that day for work prior to the regular starting time. Any employee ordered to work after the regular starting time shall have his time revert back to his regular starting time. No change of such starting times shall be made by the Employer are unable to agree on the change of starting time, the issue may be submitted to the grievance procedure.

5. Vacations

All employees with fifteen (15) years or more of seniority shall receive four (4) weeks' vacation, providing they work at least sixty (60) days during the qualifying period. When the anniversary date of an employee's fifteen (15) years of service falls within the vacation period, he shall not be entitled to the fourth weeks' vacation until after the anniversary date. If the anniversary date falls beyond the vacation period, he shall not be entitled to the benefits of this section until the next vacation period.

All employees whose anniversary date of employment falls on or after July 1, 1973, who have twenty (20) years or more, shall be entitled to five (5) weeks' vacation with pay, providing they have worked at least sixty (60) days as required above.

All employees whose anniversary date of employment falls on or after July 1, 1973, who have thirty (30)²⁶⁴ years or more, shall be entitled to six (6) weeks' vacation with pay, providing they have worked at least sixty (60) days as required above.

FOR THE EMPLOYER:

ABF FREIGHT SYSTEM, INC.

[REDACTED]

**By: David Evans
Vice President, Industrial Relations**

DATE: 4/25/14

FOR THE UNION:

**TEAMSTERS LOCAL UNION NO. 701
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

[REDACTED]

President

DATE: 4-28-2014

**AGREEMENT BETWEEN
BUNZL NEW JERSEY
AND
TEAMSTERS LOCAL UNION NO. 701**

Term of Agreement:

April 1, 2016 thru March 31, 2021

Section 2. Defining Personal Days

A. Personal days will be approved provided management is notified at least twenty-four (24) hours in advance, and the total number of employees out does not exceed twelve percent (12%) of the seniority list excluding those employees out sick. During the weeks in which Thanksgiving Day, Christmas Day, New Year's Day, and Good Friday fall, no more than 8% of the active seniority list, excluding employees' out sick, will be allowed out and paid one (1) day.

B. At no time will more than twelve percent (12%) of the active seniority list be allowed out and be paid in one (1) day. This includes vacation days, personal days and not sick days. During the weeks in which Thanksgiving Day, Christmas Day, New Year's Day, and Good Friday fall, no more than 8% of the active seniority list will be allowed out and paid in one (1) day, including vacation, personal, excluding sick days.

C. Unused personal days shall be paid at the end of the contract year.

Section 3. Pay if not Worked

A. Any employee covered by this Agreement must work their complete scheduled work shift the day before a holiday and the day after the holiday to be eligible to receive holiday pay unless the absence is a pre-approved scheduled day off.

B. These provisions shall also apply if a holiday falls on a Saturday. If during any holiday week an employee is unable to work a day because of federal or state regulations, he shall be credited with one (1) full day.

Section 4. Pay if Worked

All provisions of Article 14, Section 2 B of this Agreement, with respect to holiday pay, shall apply to work performed on any of the recognized holidays.

Section 5. Holidays Occurring on Sunday

When any of the recognized holidays occur on Sunday, and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

ARTICLE 20 HEALTH, WELFARE & PENSION

Section 1. Participation and Contribution

The Employer, upon execution of this Agreement, shall contribute the following contributions periodically, as set forth herein, as required by the rules and regulations of the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, for the purpose of providing and maintaining welfare benefits heretofore in effect and as hereinafter may be amended, from time to time, in accordance with the Trust Agreement regulating said Fund, and for the purpose of providing pension benefits as heretofore in effect or as hereinafter may be amended. Said welfare and pension benefits as presently in effect and all amendments and/or changes thereto,

including the Trust Agreement, heretofore and presently in effect, as adopted and/or revised by the trustees, pursuant to the terms of said Trust Agreement, shall be attached hereto and hereby considered part of this section and contract. Upon execution of this Agreement, the signator and employer confirms all prior acts of the trustees, provided said acts were not contrary to law, and further, that they were authorized and taken pursuant to the authority as set forth in the present amended Trust Agreement.

The Employer shall, during the term of the Agreement, have the right to reopen the Contract, upon giving ninety (90) calendar days written notice prior to April 1, 2017; April 1, 2018; April 1, 2019; and April 1, 2020, for the sole and exclusive purpose of considering the status and the Company's future with the Pension Plan. If the parties are unable to agree on the Pension Plan, they would be able to engage in economic activity.

- A. Welfare Contribution and Pension Plan. For all "A" Plan employees, see attached Side Letter.

Teamster Local Union 701 shall have the authority to allocate the combined contribution amount between the Welfare and Pension Funds Mid-New Jersey Trucking Industry, Local 701 Plan A at the increase combined contribution rate of \$1.00 on April 1st, each year of the Agreement. The allocation shall be communicated to the Employer and the Funds in writing. All such contributions are to be computed on the first forty (40) hours of work.

- B. There shall be no other increase in the Employer contribution during the term of this Agreement except those amounts which are provided for in the National Master Freight Agreement.
- C. The Employer hereby agrees to permit an authorized representative of the Union, as well as an authorized representative so designated by the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, to inspect its payroll records for the purposes of checking the accuracy of the contributions required to be made by the Employer fails to make the contributions provided for herein within the time required by the trust indenture and the rules and regulations of the fund(s), then the trustees may cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute.
- D. Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of his contribution to the Welfare and Pension Fund(s) created under this contract, in accordance with the rules and regulations of the trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given 72-hour notice to the Employer of such delinquency in Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 2. Group "A" Employees

Group "A" employees are those employees who shall be covered under the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local 701 Plan A.

Should the value of health insurance benefits provided to the Employer's employees exceed the threshold set under the Affordable Care Act (ACA) such that it would become subject to the "Cadillac Tax," or should the Welfare Fund, Mid-New Jersey Trucking Industry, Local 701, otherwise to fail to provide "minimum value" within the meaning of the ACA, the Employer retains the right to reopen the agreement for the sole purpose of negotiating changes to the Employer's contributions to the Welfare Fund (or for health insurance benefits only) so as to fall below the Excise Tax plan or premium thresholds and/or a new vehicle for the provision of health insurance benefits. In the event the parties are unable to reach agreement on such changes, both parties may take economic action up to and including a strike or Employer lock out.

Section 3. Pre-Tax Pension Bonus Payment For "C" Plan Members That Were Actively Working For Bunzl ON April 1, 2011

As soon as practical after the beginning of the contract year April 1, 2016; April 1, 2017; April 1, 2018; April 1, 2019; and April 1, 2020, the Employer will make a pre-tax pension bonus payment of Fourteen Hundred Dollars (\$1,400.00) to the Bunzl retirement plan for each "C" Plan employee on the seniority list actively working for Bunzl April 1, 2011.

Section 4. Pre-Tax Pension Bonus Payment For "C" Plan Members That Were Actively Working For Bunzl AFTER April 1, 2011

All "C" Plan bargaining unit members actively working for Bunzl AFTER April 1, 2011 through the expiration of the Agreement, will receive on the fifth (5th) anniversary of their union seniority date, a one-time pre-tax pension bonus payment of Fifteen Hundred Dollars (\$1,500.00) to the Bunzl retirement plan.

Section 5. Group "C" Drivers

Group "C" Drivers are those employees who bid and are selected for driver positions. Group "C" Drivers shall be paid the Group "C" Driver Rate during the time they are classified as Group "C" Drivers. Group "C" Drivers may occasionally be used to cover warehouse duties but they shall be paid the Group "C" Driver Rate. The Group "C" Drivers shall be covered under the Bunzl medical and pension plan as described herein. The medical benefits that Group "C" employees are eligible to select are: medical, dental, vision, Life Accidental Death and Dismemberment, and Reimbursement Accounts. The pension is the Bunzl USA Inc., Retirement Pension Plan and the Bunzl Deferred Savings Plan. The Employer has the right to make unilateral changes to such medical and pension benefits, so long as any changes are applicable to similarly situated non-union employees.

Section 6. Group "C" Warehouse Employees

Group "C" Warehouse Employees are those employees who have not bid for or who have not been selected for driver positions. The Group "C" Warehouse employees shall be covered under the Bunzl medical and pension plan as described herein. The medical benefits that Group "C" employees are eligible to select are: medical, dental, vision, Life Accidental Death and Dismemberment, and Reimbursement Accounts. The pension is the Bunzl USA Inc. Retirement Pension Plan and the Bunzl Deferred Savings Plan. The Employer has the right to make unilateral changes to such medical and pension benefits, so long as any changes are applicable to similarly situated non-union employees.

ARTICLE 21 POSTING OF BONDS

All Local Unions may require the posting of a bond sufficient to cover weekly wages and fringe benefits for those Employers who by financial shortages have created a doubt as to the future ability of the Union to collect for its members those conditions provided by the contract. Maintenance of Standards shall prevail for better conditions. Any dispute arising under this paragraph shall be submitted to the grievance procedure.

ARTICLE 22 LOSSES OR DAMAGE


Employees are to use utmost care at all times to prevent loss or damage of freight. Where loss or damage of freight occurs through negligence of the employee, he shall be held responsible for same where it is proven that said damage occurred through his negligence or carelessness. Disputes arising over this paragraph shall be referred to the grievance procedure as provided in Article 7 of this Agreement, but pending the outcome of such grievance, the Employer shall not fix the amount of such damage and/or loss nor shall the Employer attempt to deduct from the employee's wages any money for the alleged damage and/or loss. No employee shall be charged for loss or damage to equipment.

ARTICLE 23 EXAMINATION & IDENTIFICATION FEES

Section 1.

A. Physical, mental or other examinations required by any government body (such as DOT requirements) shall be complied with by all employees, provided however; the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, including DOT examination. Examinations are to be taken when required by any Government body unless the employee has suffered serious injury or illness. Employees will not be permitted to take examinations during their working hours unless instructed to do so by the Employer.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 15 day June of 2016, to be effective as of April 1, 2016, except as to those areas where it has been otherwise agreed between the parties.


DAVE MASZCZAK
BUNZL NEW JERSEY

DATE: _____

FOR 

BY: 

RON LAKE
TEAMSTERS LOCAL UNION NO. 701

DATE: 6-15-2016

Memorandum of Agreement of Collective Bargaining Agreement

W.R. Grace & Co. – Conn. (herein “W.R. Grace” or “the Company”) and Local 701, International Brotherhood of Teamsters (herein “Local 701” or “the Union”) agree that this Agreement shall be effective April 1, 2015, and be full force and effect for a three (3) year term, with end date of 11:59 P.M. March 31, 2018.

All terms and conditions of the Memorandum of Agreement for the period April 1, 2008-March 31, 2013, and the Agreement between Local 701 and W.R. Grace for the period of April 1, 2013 through March 31, 2015 shall continue to constitute the Collective Bargaining Agreement between the parties, except as modified herein:

1. All terms and conditions as written in the 2008-2013 National Master Freight Agreement and the NJ-NY Area General Trucking Local 701 Agreement.

2. The Company agrees that there is to be an annual increase increment in compensation as follows:

Effective	April 1, 2015	\$1.15 per hour
	April 1, 2016	\$1.20 per hour
	April 1, 2017	\$1.25 per hour

Local 701 shall have the authority to allocate the increment between wages and benefits (Pension and Welfare) but with the stipulation that there shall be a maximum increase of \$00.62 per hour, per year, to wages. The Union shall notify the Company of the allocation each year on or before the contract renewal date. Noting the first year allocation implementation will be after April 1, 2015, the Union shall notify the Company of the allocation within five (5) days after ratification, with the implementation to be retroactive to April 1, 2015.

3. Grace has negotiated with the Union regarding terms and conditions for Grace to utilize a third party organization for purposes of holding and maintaining this collective

bargaining agreement and collective bargaining relationship, which agreement shall be referred to as the "Third Party Employer Agreement," and Recognition and Successor Employer Agreement, with these Agreements to be recognized as separate and independent from the collective bargaining agreement.

4. Grace will be permitted to utilize common carriers to supplement its delivery needs when work volumes temporarily require more than the current three (3) bargaining unit drivers employed by Grace. Such overflow deliveries will originate from the Somerset facility. Grace bargaining unit drivers will in all instances be given first priority in available runs on a daily basis. IBT Local 701 shall have the right, at its request, to verify that its members have been given first priority on available run, and Grace agrees to provide appropriate documentation to allow the Union to verify its members have not been denied straight time work due to the use of common carriers. Further, when the utilization of outside carriers is for a reasonably prolonged period of a continuing nature, the Employer shall increase the number of bargaining unit employees. Grace shall not utilize this ability to utilize outside carriers as a subterfuge to avoid or evade obligation under the collective bargaining agreement and in the collective bargaining relationship. When a bargaining unit employee leaves the unit due to retirement, or other termination, then Grace shall hire to fill the vacancy provided work remains available.

This Memorandum is subject to ratification approval by the bargaining unit.

ON BEHALF OF:

ON BEHALF OF:

Local 701, International Brotherhood
of Teamsters

W.R. Grace & Co. - Conn.

Erica Smith, President

Adam Saverio, Global Operations Manager



TEAMSTERS LOCAL UNION No. 701

"CHAUFFEURS, WAREHOUSEMEN AND HELPERS, THE IDENTICAL JURISDICTION
OF JOINT COUNCIL NO. 73 IN THE STATE OF NEW JERSEY"

Affiliated with The International Brotherhood of Teamsters

2003 Route 130, Suite B • North Brunswick, New Jersey 08902

Telephone: (732) 297-2701 Fax: (732) 821-6233

www.TeamstersLocal701.org



Ernie Soehl
President / Business Agent
Principal Officer

Ron Lake
Secretary-Treasurer
Business Agent

Ray Milmo
Recording Secretary
Business Agent

John Wilson
Vice President

Greg Riggelman
Trustee

Tony Giustino
Trustee

Eleanor O'Leary
Trustee

May 26, 2015

W.R. GRACE COMPANY
62-WHITTEMORE AVE
CAMBRIDGE, MASS 02140
ATTN: Mr. Atom Saverse

Dear Atom:

Please find enclosed two (2) copies first one Memorandum of Agreement and second the Third Party Employer Agreement.

Also the breakdown effective April 1, 2015 of the \$1.15 per hour is as follows:

Effective 4/1/15	Wages	\$.62 cents
	Welfare	\$.40 cents
	Pension	\$.13 cents
Effective 4/1/16	Wages	\$.62 cents
	Welfare	\$.45 cents
	Pension	\$.13 cents
Effective 4/1/17	Wages	\$.62 cents
	Welfare	\$.50 cents
	Pension	\$.13. Cents

As per the Memorandum of Agreement all increases are retroactive to April 1, 2015.

If you have any questions please do not hesitate to call me at my office.

Very truly yours,

A large black rectangular redaction box covering the signature of the sender.

President of Teamsters Local Union 701

Cc: enclosed

MEMORANDUM OF AGREEMENT
2015-2020
BETWEEN
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 701
2003 RT. 130 SUITE B
NORTH BRUNSWICK, NEW JERSEY 08902

AND

H.M. ROYAL INCORPORATED
689 PENNINGTON AVE., BOX 28
TRENTON, NEW JERSEY 08601

ARTICLE 1. Term of Agreement - April 1, 2015 - March 31, 2020

ARTICLE 2. Wages To Be Increased (Hourly)

	DRIVERS/MAINT.	WHSE.	Maint.	MECH HELPER
EFF. 4/1/15 (+.40 cents)	26.03	25.72	26.18	25.78
EFF. 4/1/16 (+.40 cents)	26.43	26.12	26.58	26.18
EFF. 4/1/17 (+.40 cents)	26.83	26.52	26.98	26.58
EFF. 4/1/18 (+.45 cents)	27.28	26.97	27.43	27.03
EFF. 4/1/19 (+.45 cents)	27.73	27.42	27.88	27.48

Wages to be Increased (Mileage Drivers). The following mileage rates shall be utilized until the Union and Company meet to negotiate possible Over the Road Runs:

EFFECTIVE 4/1/15	(+.01028 cent per mile)	\$0.66073	per mile
EFFECTIVE 4/1/16	(+.01028 cent per mile)	\$0.67100	per mile
EFFECTIVE 4/1/17	(+.01028 cent per mile)	\$0.68128	per mile
EFFECTIVE 4/1/18	(+.01156 cent per mile)	\$0.69284	per mile
EFFECTIVE 4/1/19	(+.01156 cent per mile)	\$0.70440	per mile

ARTICLE 3. Health, Welfare & Pension Contributions (Combined Increase)

Combined Health & Welfare shall be increased (For Each Employee as Follows:)

EFFECTIVE 4/1/15	\$0.35 per hour
EFFECTIVE 4/1/16	\$0.40 per hour
EFFECTIVE 4/1/17	\$0.45 per hour
EFFECTIVE 4/1/18	\$0.45 per hour
EFFECTIVE 4/1/19	\$0.50 per hour

Section 1. Participation and Contribution

The Employer, upon execution of this Agreement, shall contribute the following contributions periodically, as set forth herein, as required by the rules and regulations of the Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, for the purpose of providing and maintaining benefits heretofore in effect and as hereinafter may be amended, from time to time, in accordance with the Trust Agreement, regulating said Fund. Said Trust Agreement, and all amendments and/or changes thereto as adopted by the Trustees, shall hereby be considered part of this contract. Upon execution of this Agreement, the signatory and employer confirms all prior acts of the Trustees, provided said acts were not contrary to law, and further, they were authorized and taken pursuant to the authority as set forth in the present amended Trust Agreement.

A. Welfare and Pension Contribution Plan A.

Effective April 1, 2015, the Employer's contribution to the combined Funds shall be increased \$0.35 per hour for forty (40) hours, allocation of which shall be made by the Trustees of the Welfare and Pension Funds.

Effective April 1, 2016, the Employer's contribution to the combined Funds shall be increased \$0.40 per hour for forty (40) hours, allocation of which shall be made by the Trustees of the Welfare and Pension Funds.

Effective April 1, 2017, the Employer's contribution to the combined Funds shall be increased \$0.45 per hour for forty (40) hours, allocation of which shall be made by the Trustees of the Welfare and Pension Funds.

Effective April 1, 2018, the Employer's contribution to the combined Funds shall be increased \$0.45 per hour for forty (40) hours, allocation of which shall be made by the Trustees of the Welfare and Pension Funds.

Effective April 1, 2019, the Employer's contribution to the combined Funds shall be increased \$0.50 per hour for forty (40) hours, allocation of which shall be made by the Trustees of the Welfare and Pension Funds.

B. The only increase in the Employer contribution during the term of this Agreement shall be those provided above.

C. The Employer hereby agrees to permit an authorized representative of the Union, as well as an authorized representative so designated by the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, to inspect its payroll records for the purposes of checking the accuracy of the contributions required to be made by the Employer to said fund(s). If the Employer fails to make the contributions provided for herein within the time required by the trust indenture and the rules and regulations of the fund(s), then the trustees may cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute. Additionally, the Fund may institute action to collect delinquent contributions in accordance with the Trust Agreement.

D. Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of this contribution to the Welfare and Pension Fund (s) created under this contract, in accordance with the rules and regulations of the trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given 72-hour notice to the Employer of such delinquency in Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

E. A contribution shall be required for all hours worked or paid, including but not limited to vacation time, paid sick days, bereavement pay, jury duty and paid holidays.

ARTICLE 4. Over-The-Road Drivers shall receive a Meal Allowance of \$40.00, and a Motel Allowance up to a maximum of \$75.00 per night.

ARTICLE 5. Starting with the First Hour waiting time, which shall be paid, every odd hour shall be paid for all waiting time.

ARTICLE 6. Under the Mileage Contract, one (1) quarter hour (15 minutes) shall be paid for Drop and one (1) quarter hour (15 minutes) shall be paid for hook-up.

ARTICLE 7. RECOGNIZED HOLIDAYS:

New Year's Day
Good Friday
Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving

Christmas Eve Day
Christmas Day
New Year's Eve Day

seniority list. In case of discipline within the probationary period, the Employer shall notify the Local Union in writing. Employees hired after April 1, 2015, who are laid off after completing their probationary period will remain on the seniority list for a period of one year from the date of layoff. Employees hired prior to April 1, 2015, who are laid off will remain on the seniority list for a period of five (5) years from the date of layoff.

ARTICLE 14.

Company Agrees to provide a drivers room and lockers.

ARTICLE 15.

All warehouse employees shall have a chest x-ray every two (2) years. The Employer may request warehouse employees to submit to a Drug Screen at this time. The Employer shall pay for all such examinations.

ARTICLE 16.

All Employees on the Drivers Seniority list must be employed on any day the Employer utilized a Maintenance Employee to make Pick-ups and/or Deliveries.

ARTICLE 17.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the National Master Freight Agreement of 2008-2013 and NJ-NY Area General Trucking Supplemental Agreement, as applied and interpreted during the life of such agreement with the understanding that H.M. Royal, Incorporated will be able to continue to operate in the same manner as under previous agreements.

FOR THE EMPLOYER:

BY: 

Joseph E. Royal, President
H.M. Royal, Incorporated

DATE:

FOR THE UNION:

BY:  3-24-2015

Ernie Soehl, President
Teamsters LOCAL UNION NO. 701


Jeff Henderson - Union Rep.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SWSNJ WAREHOUSING, INC.

AND

TEAMSTERS LOCAL UNION 701



EFFECTIVE

January 1, 2016 through December 31, 2020

ARTICLE 13. HEALTH, WELFARE & PENSION

Section 1.

The Employer has agreed to participate in **MID JERSEY TRUCKING INDUSTRY LOCAL UNION NO. 701 WELFARE FUND (BAKERY DIVISION)** and the **MID JERSEY TRUCKING INDUSTRY LOCAL UNION NO. 701 PENSION FUND**. The Employer's contribution to the two Combined Funds shall be paid per hour for each hour worked or paid with a maximum contribution of eight (8) hours per day (ten (10) hours per day for employees on a 4-10s schedule) or forty (40) hours per week. As of January 1, 2011, the Employer's aggregate contribution shall be \$13.27 per hour and the Union, in the exercise of its discretion, shall allocate the combined contribution amount between the Welfare and Pension Funds. The Employer's aggregate contribution shall increase as follows:

Effective 01/01/2016	\$18.27 per hour
Effective 01/01/2017	\$19.27 per hour
Effective 01/01/2018	\$20.27 per hour
Effective 01/01/2019	\$21.27 per hour
Effective 01/01/2020	\$22.27 per hour

Section 2.

In the event of a delinquency in payment the Employer agrees to abide by all rules and regulations established by the Trustees of such funds, including but not limited to those requiring the payment of interest, counsel fees, any penalties allowed by law, and other costs of collection of such delinquencies, and to give security in sufficient amount as demanded by the Trustees to secure payment of such delinquencies.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the health and welfare or pension fund or funds created under this contract, or in the filing of the periodic reporting forms with the fund(s), in accordance with the rules and regulations of the Trustees of such funds, or the provisions of this Agreement, the employees or their representatives, after the proper official of the Union shall have given seventy-two (72) hours' notice to the Employer except where no notice is required in accordance with past practice of such delinquency in health and welfare and pension payments, shall have the right to take such action as they deem necessary, including the right to strike, until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from. The present practice in regard to payment of health, welfare and pension from surplus funds for sickness and injury shall be maintained at no less than the present minimum.

Section 3.

Contributions by the Employers into health, welfare, and pension funds shall be for all casuals, extra and seniority employees from the first day of work. Health, welfare

and pension contributions for work performed under this contract shall be for all hours paid subject to a maximum of forty (40) hours per week.

Section 4.

The Employer hereby agrees to permit an authorized representative of the respective Union's Fund(s) to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to said fund(s). If the Employer fails to make the contributions provided for herein within the time required by the trust indenture and the rules and regulations of the fund(s) then the Trustees may cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute.

Section 5.

All contributing Employers must use the reporting forms promulgated by the Trustees of each fund and comply with the instructions of the Trustees in filling out such forms. Such forms must be filed with the fund(s) on a periodic basis required for that Employer by the Trustees, namely monthly, unless a greater reporting period is permitted for the Employer by the Trustees.

Such periodic reporting forms must be filed by the Employer with the fund(s) regardless of whether any contributions are due and owing the fund(s) in the reporting period. In the event that no contributions are due and owing in the reporting period, the Employer shall so state on the form and the reason therefore. An additional copy of the report on forms furnished by the Fund shall be posted by the Employer at the domicile of the employees affected.

Section 6.

The Employer agrees to be bound by the provisions of the Trust Indentures, and Rules and Regulations of the Pension and Welfare Trust Funds to whom contributions are required to be made herein, including such Amendments to same as may be from time to time.

Section 7.

It is agreed with the Employer, Local Union 701, and by each and every employee, his or her spouse, beneficiary or dependent, and to be deemed as understood, that only the Boards of Trustees, acting as Boards of Trustees, of the Pension and Welfare Trust Funds providing benefits to the employees hereunder, have any authority to determine matters involving coverage, eligibility, vesting, amounts and types of Pension and Welfare benefits for the employees hereunder, and to make any form of representations or commitments as to such past, present and future coverage, eligibility, vesting, amount, and type of benefits for any employee or group of employees. No representation or commitment not in writing signed by the Board of Trustees shall be binding on the Board of Trustees or the Fund. No officers, agent, representative or employee of any Union or of any Employer shall be deemed an agent or representative of the Board(s) of Trustees or be deemed as authorized to make any

oral or written representations, or give any form of commitment, which may be relied upon by any employee, his or her spouse, beneficiary or dependent.

It is further agreed upon and understood that no single Trustee or employee(s) of any Fund has authority to give any such representations or commitments since such representations or commitments can only be made by the Boards of Trustees acting as Boards of Trustees.

Section 8.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

ARTICLE 14. INSPECTION OF PAYROLL RECORDS

An authorized representative of the Union or the funds shall have the right to inspect the Employer's pay records, time cards, health and welfare and pension fund records and/or records of the employees.

ARTICLE 15. EQUIPMENT AND UNIFORMS

Section 1. Defective Equipment

(a) Employees Not Required To Operate

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance service has adjusted the complaint. After the equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see same.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.

IN WITNESS WHEREOF, the parties have set their hands hereto as of this
1st day of January, 2016.

For the Employer:

For the Union:

S

B

Roy Kohn

Ron Lake
Secretary Treasurer

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT SWSPA

Effective January 1, 2016, only terms mentioned in this Addendum modifies the master Collective Bargaining (the "RDC Agreement") between SWSNJ, Inc. ("Employer") and Teamsters Local Union No. 701, ("Union") covering the period from January 1, 2016 to December 31, 2020. Any term not modify in this addendum shall be in full force and effect as described in the Master Collective Bargaining Agreement (RDC) for all 701 members working at a SWSPA facility as described:

The following terms and conditions of employment shall apply to those employees who pick, pack, ship, drive and deliver orders hereinafter referred to as "Warehouse Employees and Drivers."

ARTICLE 3. New Employees Section 6 Supervisory Personnel.

Supervisory personnel of the Employer shall be restricted from performing the work which is recognized as the work of the employees covered by this Agreement, except for: (a) purposes of instruction, (b) other work which is incidental to their work as supervisors, (c) fill-in work as a driver when a driver is on vacation or absent due to sickness or other reason, and (d) routing, which may be performed by supervisors.

(All other sections, paragraphs and verbiage no change)

Sections 1-2-3-4-5 and 5 pertain as described in master agreement.

ARTICLE 5. SENIORITY

Section 1 Seniority Principle. Paragraph 3. only

3. The Warehouse Employees and Drivers at SWSPA shall be in two seniority lists separate from the seniority lists in the RDC Agreement. Although they need not possess a Class B license, a Driver must be able to perform the driving work (including delivering product to retail PLCB stores or transferring product to other of the Employer's locations)

(All other sections, paragraphs and verbiage no change)

Sections 2-3-4-5 and 6 pertain as described in master agreement.

ARTICLE 13. HEALTH, WELFARE & PENSION

Section 1.

The Employer has agreed to participate in MID JERSEY TRUCKING INDUSTRY LOCAL UNION NO. 701 WELFARE FUND (TRUCKING DIVISION) and the MID JERSEY TRUCKING INDUSTRY LOCAL UNION NO. 701 ANNUITY FUND. The Employer's contribution to the two Combined Funds shall be paid per hour for each hour worked or paid with a maximum contribution of eight (8) hours per day (ten (10) hours per day for employees on a 4-10s schedule) or forty (40) hours per week. The Union, in the exercise of its discretion, shall allocate the combined contribution amount between the Welfare and Annuity Funds. The Employer's aggregate contribution is as follows:

Effective 01/01/2016-	\$15.00 per hour
Effective 01/01/2017-	\$16.50 per hour
Effective 01/01/2018-	\$18.00 per hour
Effective 01/01/2019-	\$19.50 per hour
Effective 01/01/2020-	\$21.00 per hour

(All other sections, paragraphs and verbiage no change)

Sections 2-3-4-5-6-7 and 8 pertain as described in master agreement.

ARTICLE 15. EQUIPMENT AND UNIFORMS

Section 5. Work Boots

Employees will be required to wear safety shoes that comply with OSHA requirements. The employer will pay up to a maximum of one hundred dollars (\$100.00) towards OSHA certified work shoes for each year of the contract. A receipt must be submitted for reimbursement.

(All other sections, paragraphs and verbiage no change)

Sections 1-2-3-4 pertain as described in master agreement.

worked, and three (3) times the driver's regular hourly rate of pay for any and all hours worked in excess of eight (8) hours.

6) If a employee works a holiday that is designated in Article 12, Section 1(d)(2) of this Agreement, the employee will be paid ten (10) hours PTO/holiday pay at the employees regular hourly rate of pay, and, in addition, will be paid one and one-half (1 ½) times the employees regular hourly rate of pay for the first ten (10) hours worked, and three (3) times the employees regular hourly rate of pay for any and all hours worked in excess of ten (10) hours.

(All other sections, paragraphs and verbiage no change)

Sections 2-3- and 4 pertain as described in master agreement.

Article 21. JOB DUTIES AND CLASSIFICATIONS

Section 1.

e) Warehouse Worker

A warehouse worker is one whose primary duty is to load and unload employer owned trucks, and those of contractors and common carriers, at the employer's warehouse, including using employer's forklifts, stock pickers, conveyor belts and any task in support of such duty.

(All other sections, paragraphs and verbiage no change)

Sections 1-2-3- and 4 pertain as described in master agreement.

ARTICLE 28. TERM OF THE AGREEMENT

Term of agreement is outlined in master agreement.

For the Employer:

For the Union:

SWSPA

Teamsters Local Union 701

B

Secretary Treasurer

MEMORANDUM OF AGREEMENT

The following terms and conditions of employment have been agreed to by and between SWSNJ, Inc. and IBT, Local 701.

The parties agree to correct verbiage errors and were applicable change references of driver, man or men to employee.

1. ARTICLE 1. RECOGNITION

Change company address to: 801 West Linden Suite 100 Linden NJ ,07036

2. ARTICLE 8. GRIEVANCE PROCEDURE AND UNION LIABILITY

Section 2. Step 3 (Change to Read)

STEP 3. If the Union is not satisfied with the decision rendered pursuant to the above, or if the grievance procedure outlined herein above has not been followed by the Employer, the Union may appeal to arbitration within five (5) days after the decision or expiration of the time outlined herein. Upon agreement by the Union and the Employer, the matter may first be referred to binding mediation with the New Jersey State Board of Mediation. Should the dispute ("grievance") not be submitted to/ resolved at mediation, then the matter shall be reduced to writing and referred to the New Jersey-New York Joint Area Committee (NJ/NY JAC). Where the New Jersey-New York Joint Area Committee (NJ/NY JAC) is unable to agree or come to a decision on a case resulting in a deadlock, same shall then be submitted to the Eastern Region Joint Area Committee (ERJAC) if the Eastern Region Joint Area Committee (ERJAC) is unable to agree or come to a decision on a case resulting in a deadlock, same shall be submitted to the New Jersey State Board of Mediation (NJSBM) who shall designate the arbitrator to hear the dispute. The Union, in order to refer the matter, must so notify the Employer no later than ten (10) work days after the receipt of the Employer's answer in Step 2 above. The NJ/NY JAC, Eastern Region Committee or a New Jersey State Board arbitrator shall be bound by this Agreement and he shall have no power to alter, amend, modify, add anything to, or take anything away from the provisions of this Agreement. Any decision shall be final and binding on the Union, and the Employer and all employees involved. The expenses of the arbitrator shall be borne equally by the parties. The arbitrator shall not have the power to award retroactive to a date earlier than the date of the grievance. Each party shall bear its own expense in presenting its case and providing witnesses, and in securing any desired copy of a hearing transcript.

4. Article 13. HEALTH, WELFARE & PENSION (Change to Read)

Section 1.

The Employer has agreed to participate in **MID JERSEY TRUCKING INDUSTRY LOCAL UNION NO. 701 WELFARE FUND (TRUCKING DIVISION)** and the **MID JERSEY TRUCKING INDUSTRY LOCAL UNION NO. 701 PENSION FUND**.

The Employer's contribution to the two Combined Funds shall be paid per hour for each hour worked or paid with a maximum contribution of eight (8) hours per day (ten (10) hours per day for employees on a 4-10s schedule) or forty (40) hours per week. The Union, in the exercise of its discretion, shall allocate the combined contribution amount between the Welfare and Pension Funds. The Employer's aggregate contribution shall as follows:

Effective 01/01/2016	\$18.27 per hour
Effective 01/01/2017	\$19.27 per hour
Effective 01/01/2018	\$20.27 per hour
Effective 01/01/2019	\$21.27 per hour
Effective 01/01/2020	\$22.27 per hour

(All other sections no change)

5. ARTICLE 16 COMPANY RULES (CHANGE TO READ)

The Employer may establish such company rules as he deems necessary or desirable, provided that such rules are not in conflict with the terms and provisions of this Agreement, and further provided that no such company rules shall become effective without written approval of the Local Union.

ARTICLE 19. WORKDAY AND WORKWEEK

(INSERT BELOW LAUNGUAGE BEFORE FIRST PARAGRAPH OF SECTION 2.)

Section 2. Trailer Drivers/Switchers and Trailer Driver-Fleet Maintenance

The company will protect eighteen (18) employees on the Trailer Driver seniority list, these employees will have a guaranteed Forty (40) hours of work or pay protection known as Bid –Employees. All other seniority employees will be known as Seniority Non –Bid employees and will be guaranteed (8) hour of work or pay per day for each day reporting to work Monday through Friday. The company will post at the beginning of the start of the bid cycle no-less then eighteen (18) Bids .Those employees who do not select a Bid will be known as a Non–Bid employee and will not be guaranteed a start

deliveries from: piers, rail yard, third party warehouses, transfer to and from other locations of any products distributed currently and in the future by the employer.

8. NEW ARTICLE . VIDEO / GPS

Section 1: The parties acknowledge that due to the type of product the company distributes it is for safety of the employees that the Company monitors its Warehouse facilities and Property with Video Cameras and its vehicles with GPS. The parties agree that the Union has the right to copies of any Video /GPS material relied on by the Company to discipline an employee. Similarly, the burden will remain with the Company to demonstrate that the Video/GPS technology relied on to discipline an employee has been properly maintained and updated so as to be a reliable source of information to support the Company's disciplinary decision.

Section 2: Finally, the parties acknowledge that the Company may not monitor its Video / GPS technology in order to harass an employee or solely for the purpose of seeking to impose discipline on an employee. The use of the Company's Video /GPS technology in the context of disciplinary proceedings must only be done as secondary to the Company's stated primary purpose for use of Video / GPS technology.

9. ARTICLE 28. TERM OF THE AGREEMENT

Section 1.

Change dates to reflect a five year agreement 1/1/16 to 12/31/2020

(All other sections and verbiage no change)

**ALL TERMS AND CONDITIONS OF THE EXISTING AGREEMENT
NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND
EFFECT.**

This agreement shall be recommended for ratification by the Union and its negotiating committee.

Ron Lake

Dated:

01/26/16

Roy Kohn

Dated:

01/25/16

CONTRACT AGREEMENT

BETWEEN

YRC FREIGHT MECHANIC CONTRACT

AND



TEAMSTERS LOCAL UNION 701

EFFECTIVE APRIL 1, 2014 THROUGH MARCH 31, 2019

ARTICLE 20. HEALTH, WELFARE AND PENSION

Section 1. Participation and Contribution

The Employer, upon execution of this Agreement, shall contribute the following contributions periodically, as set forth herein, as required by the rules and regulations of the Pension fund, Mid-Jersey Trucking Industry, Local No. 701, for the purpose of providing and maintaining benefits heretofore in effect and as hereinafter may be amended, from time to time, in accordance with the Trust Agreement regulating said Fund. Said Trust Agreement, and all amendments and/or changes thereto as adopted by the Trustees, shall hereby be considered part of this contract. Upon execution of this Agreement, the signator and employer confirms all prior acts of the Trustees, provided said acts were not contrary to law, and further, that they were authorized and taken pursuant to the authority as set forth in the present amended Trust Agreement.

A. Welfare and Pension Contribution Plan A.

The employer shall follow Schedule "B" Local 701 Health Welfare and Pension contributions as set forth in the New Jersey New York Supplemental Agreement.

B. The only increases in the Employer contribution during the term of this Agreement shall be those provided for in the National Master Freight Agreement.

C. The Employer hereby agrees to permit an authorized representative of the Union, as well as an authorized representative so designated by the Welfare and Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, to inspect its payroll records for the purposes of checking the accuracy of the contributions required to be made by the Employer to said Fund (s). If the Employer fails to make the contributions provided for herein within the time required by the Trust Indenture and the Rules and Regulations of the Fund (s), then the Trustees may cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute. Additionally, the Fund may institute action to collect delinquent contributions in accordance with the Trust Agreement.

D. Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of his contribution to the Welfare and Pension Fund(s) created under this contract, in accordance with the Rules and Regulations of the Trustees of such Funds, the employees or their representative, after the proper official of the Local Union shall have given 72- hour notice to the Employer of such delinquency in Welfare and Pension payments, shall have the right

ARTICLE 20, CONTINUED

to take such action as they deem necessary until such delinquent payments are made, including the right to strike, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

E. A contribution shall be required for all hours worked or paid, including but not limited to vacation time, paid sick days, bereavement pay, jury duty and paid holidays.

F. In addition the Employer shall make the applicable Health and Welfare Contribution of eight (8) hours a day to a maximum of 40 hours in a week for any employee who is on Workers Compensation for a period of six (6) months.

ARTICLE 21. ADDITIONAL AGREEMENTS

Section 1. Work Clothes

The Employer agrees to provide, without cost to the employee, five (5) sets of mechanic's uniforms for each maintenance employee per week, and make the necessary arrangements at his discretion for proper cleaning and replacement of same. Rain gear and winter coats shall be supplied to all maintenance employees. Aprons, gloves and eye wear shall be available to all employees with cleaning batteries.

Section 2. Coffee Breaks

All employees covered by this Agreement shall be given two (2) paid coffee breaks on company time, half-way between starting time and lunch period, and the other, half-way between lunch period and quitting time; each consisting of ten (10) minutes' duration. The paid coffee periods shall not, in any way, lengthen the workday.

Section 3. Wash-up Time

All employees covered by this Agreement shall be given ten (10) minutes' paid time with no reduction in earnings on each day worked, for the purpose of cleaning and assembling their tools, washing and changing of clothes. The ten (10) minute paid wash-up time shall be either ten (10) minutes before the completion of the eight-hour tour of duty or ten (10) minutes before the completion

shall be from April 1, 2014 to and including March 31, 2019, and shall continue in full force and effect from year to year thereafter, unless either party gives the other notice, in writing, at least sixty (60) days before the expiration date in any year that it does not desire the contract to be renewed automatically for the ensuing year. *es*

IN WITNESS WHEREOF, the parties hereby have caused the within Agreement to be executed by its duly authorized representatives or officers.

FOR THE EMPLOYER:

BY 

DATE

04-16-2014

YRC FREIGHT

FOR THE UNION:

BY 

DATE

4-16-2014

TEAMSTERS LOCAL UNION No. 701
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

ERNIE SOEHL, PRESIDENT

CONTRACT AGREEMENT

BETWEEN

Y.R.C.W

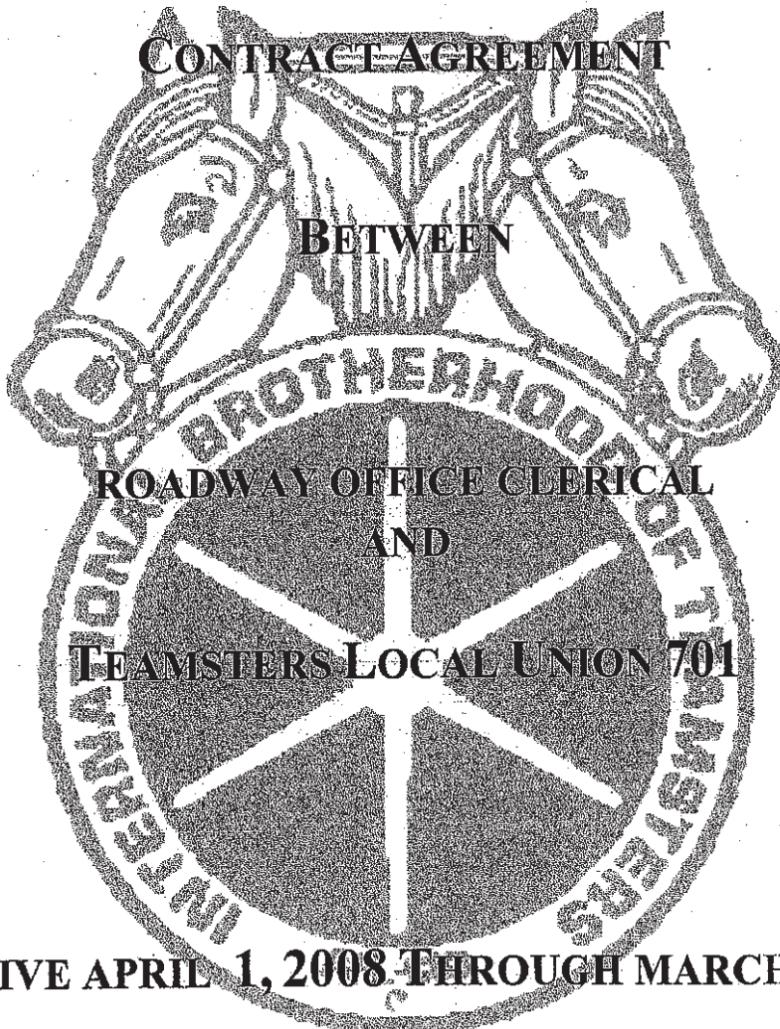
OFFICE CLERICAL EMPLOYEES , JANITORIAL EMPLOYEES

AND

TEAMSTERS LOCAL UNION 701



EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2019

The seal of the International Brotherhood of Teamsters is centered on the page. It features a circular design with a five-pointed star in the center. The words "INTERNATIONAL BROTHERHOOD OF TEAMSTERS" are written around the perimeter of the seal. Above the seal, the words "CONTRACT AGREEMENT" are printed in a bold, serif font. Below the seal, the words "EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2013" are printed in a bold, serif font.

CONTRACT AGREEMENT

BETWEEN

**ROADWAY OFFICE CLERICAL
AND**

TEAMSTERS LOCAL UNION 701

EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2013

ARTICLE 22, CONTINUED

B. Any employee covered by this Agreement who is not on the Employer's seniority list who works three (3) days in any calendar week during which one of the above listed holidays occur, but who was not ordered to work on the holiday shall nevertheless receive one (1) day's pay for the holiday.

C. These provisions shall also apply if a holiday falls on a Saturday. If, during any holiday week, an employee is unable to work a day because of federal or state regulations, he shall be credited with one (1) full day.

Section 3. Pay if Worked

All provisions of Article 16, Section 6 of this Agreement, with respect to holiday pay shall apply to work performed on any of the recognized holidays.

Section 4. Holidays Occurring on Sunday

When any of the recognized holidays occur on Sunday, and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday, and paid for as such.

ARTICLE 23 - HEALTH, WELFARE AND PENSION**Section 1. Participation and Contribution**

The Employer, upon execution of this Agreement, shall contribute the following contributions periodically, as set forth herein, as required by the rules and regulations, of the Pension Fund, Mid-Jersey Trucking Industry, Local No. 701, for the purposes of providing and maintaining benefits hereto fore in effect and as hereinafter may be amended, from time to time, in accordance with the Trust Agreement regulating said Fund. Said Trust Agreement, and all amendments and/or changes thereto as adopted by the Trustees, shall hereby be considered part of this contract.

Upon execution of this Agreement, the signatory and employer confirms all prior acts of the Trustees, provided said acts were not contrary to law, and further, that they were authorized and taken pursuant to the authority as set forth in the present Trust Agreement.

A. Welfare and Pension Contribution Plan A

Effective August 1, 2008, the Employer' contribution to the combined Funds shall be increased \$1.00 with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

ARTICLE 23, CONTINUED

Effective August 1, 2009, the Employer's contribution to the combined Funds shall be increased \$1.00 with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective August 1, 2010, the Employer's contribution to the combined Funds shall be increased \$1.00 with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective August 1, 2011, the Employer's contribution to the combined Funds shall be increased \$1.00 with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

Effective August 1, 2012, the Employer's contribution to the combined Funds shall be increased \$1.00 with a maximum 8 hours per day or forty (40) hours per week, allocation of which shall be made by the Trustees of the Welfare and Pension Fund.

B. The only increases in the Employer contribution during the term of this Agreement shall be those provided for in the National Master Freight Agreement.

C. The Employer hereby agrees to permit an authorized representative of the Union, as well as an authorized representative so designated by the Welfare and Pension Fund., Mid-Jersey Trucking Industry, Local No. 701, to inspect its payroll records for the purposes of checking the accuracy of the contributions required to be made by the Employer to said Fund (s). If the Employer fails to make the contributions provided for herein within the time required by the Trust Indenture and the Rules and Regulations of the Fund (S), then the Trustees may cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute. Additionally, the Fund may institute action to collect delinquent contributions in accordance with the Trust Agreement.

ARTICLE 23, CONTINUED

D. Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of his contribution of the Welfare and Pension Fund (s) created under this contract, in accordance with the Rules and Regulations of the Trustees of such funds, the employees or their representative, after the proper official of the Local Union shall have given 72 hour notice to the Employer of such delinquency in Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, including the right to strike, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

E. A contribution shall be required for all hours worked or paid, including but not limited to, vacation time, paid sick days, bereavement pay, jury duty and paid holidays.

F. In addition the employer shall make the applicable Health and Welfare Contribution of eight (8) hours a day to a maximum of forty (40) hours in a week for any employee who is on Worker's Compensation for a period of six (6) months.

ARTICLE 24 - EXAMINATIONS AND IDENTIFICATION FEES**Section 1. Examinations**

Physical, mental or other examinations required by any government body shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs, and shall be responsible to other employees only for time spent at the place of examination or examinations where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of two (2).

Examinations are to be taken when required by any government body unless the employee has suffered serious injury or illness. Employees will not be permitted to take examinations during their working hours, unless instructed to do so by the Employer. The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at this own expense.

Section 2. Identification

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees, provided that the cost of such personal identification shall be borne by the Employer.

ARTICLE 30 - Termination Clause

This Agreement shall be in full force and effect from April 1, 2008, to and including March 31, 2013, and shall continue in full force and effect from year to year thereafter, unless either party gives the other notice, in writing, at least sixty (60) days before the expiration date in any year that it does not desire the contract to be renewed automatically for the ensuing year.

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

IN WITNESS WHEREOF, the parties hereby have caused the within Agreement to be executed by its duly authorized representatives or Officers.

FOR THE EMPLOYER:

By: Signature and Title

Date: 3-26-08



FOR THE UNION:

**TEAMSTERS LOCAL UNION No. 701
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**



Date: 3-26-08

1-17-14

EXTENSION OF THE AGREEMENT FOR THE RESTRUCTURING OF THE YRC WORLDWIDE INC. OPERATING COMPANIES

YRC Inc. (d/b/a YRC Freight), USF Holland Inc., New Penn Motor Express, Inc., and USF Reddaway Inc. (collectively the "Employer") have provided this Extension of the Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies (hereinafter the "Extension Agreement") to the Teamsters National Freight Industry Negotiating Committee ("TNFINC") of the International Brotherhood of Teamsters (the "IBT", the "Teamsters" or the "Union"). This Extension Agreement is for the express purpose of providing job security for the Employer's Teamster bargaining unit employees by creating the opportunity to continue the financial restructuring of the Employer.

1. **Term.** The Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies (the "Restructuring Agreement"), the 2008-2013 National Master Freight Agreement and applicable Supplements (the "NMFA"), and the USF Reddaway Western Contract and Northwest Agreement ("Reddaway Agreements") shall be extended from March 31, 2015 until March 31, 2019, subject to the modifications set forth below.

2. **Ratification Bonus & Lump Sum Payment.** The Employer shall pay a bonus of \$750.00 in the event this Extension Agreement becomes effective. The ratification bonus will be payable within thirty (30) days of the Effective Date to all regular employees on the seniority list at the time of ratification, provided the employee was active within ninety (90) days of December 31, 2013 and still is employed by the Employer at the time of payment. The Employer also shall pay a lump sum payment of \$750.00 on April 1, 2015 to all regular full-time employees on the seniority list who have been actively working for the prior twelve (12) months. 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. The \$750.00 bonus and payment shall not be subject to the 15% reduction.

3. **Wage Increases.** This Extension Agreement provides for hourly rate increases and equivalent mileage rate increases for all classifications, as follows:

April 1, 2016	\$.40/hr
April 1, 2017	\$.40/hr
April 1, 2018	\$.40/hr

All wage and mileage increases will be subject to the 15% reduction outlined in the Restructuring Agreement. There shall be no hourly or equivalent mileage rate increase in 2014 or 2015. Any wage increase paid in 2014 prior to the effective date shall remain in effect only until payment of the ratification bonus and the Company may not seek repayment for that portion of the 2014 wage increase earned prior to the payment of the bonus.

1-17-14

4. **Health & Welfare Contributions.** The Employer shall maintain health and welfare benefit levels by increasing health and welfare contribution rates up to the following amounts, based on the rates determined by the applicable health and welfare fund to maintain the current benefits.

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

There shall be no increase payable on August 1, 2014.

5. **Pension Contributions.** The Employer shall continue to make contributions to the applicable pension funds or 401(k) plan at 25% of the 2009 rate, consistent with the Restructuring Agreement. To the extent any health and welfare fund needs less than \$.60/hr on August 1, 2016, \$.70/hr on August 1, 2017, or \$.75/hr on August 1, 2018, the amount less than \$.60/hr, \$.70/hr, or \$.75/hr (as applicable) may be directed by the applicable Supplemental Negotiating Committee to increase the contribution rate for the corresponding pension fund or 401(k) plan.

6. **Profit Sharing Bonuses.**

(a) Profit sharing bonuses will be payable according to the following schedules beginning in 2016 (based on 2015 performance), provided the applicable annual published operating ratio is within the specified ranges for any full calendar year. Bonus calculations and payments will be separate for YRC Freight and the Regional Carriers (Holland, New Penn, and Reddaway), with the operating ratio for the Regional Carriers being calculated on a combined basis:

<u>YRC Freight Operating Ratio</u>	<u>Bonus Amount</u>
96.1 to 97.0	1%
93.1 to 96.0	2%
93.0 and below	3%

<u>Regional Carrier Combined Operating Ratio</u>	<u>Bonus Amount</u>
94.1 to 95.0	1%
92.1 to 94.0	2%
92.0 and below	3%

Bonus amounts shall be calculated based on each individual employee's W-2 earnings (excluding any profit sharing bonuses) for the year in which the qualifying operating ratio was achieved. Profit sharing bonuses will not be subject to the 15% reduction.

1-17-14

notify YRC Worldwide Inc. accordingly in writing. Such written notification of satisfaction shall not be unreasonably withheld. The Extension will be effective on the first day of the first payroll period commencing after the later of the date of ratification, the refinancing described in (b) and (c) above, and the written notification described in (d) above (the "Effective Date").

In Witness of the foregoing, the parties hereby acknowledge this Extension Agreement:

YRC Inc.:

By: _____

Date: 2/7/14

USF Holland Inc.:

By: _____

Date: 2/7/14

New Penn Motor Express, Inc.:

By: _____

Date: 2/7/14

USF Reddaway Inc.:

By: _____

Date: 2/7/14

Teamsters National Freight Industry Negotiating Committee:

By: _____

Date: 2/7/14

RESTATED PARTICIPATION AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 701

AND

MID-JERSEY TRUCKING INDUSTRY AND TEAMSTERS LOCAL 701
PENSION AND ANNUITY FUND

THIS AGREEMENT made between the International Brotherhood of Teamsters, Local 701 ("the Union") and the Mid-Jersey Trucking Industry and Teamsters Local 701 Pension and Annuity Fund ("Pension Fund") by its duly authorized representatives.

WHEREAS, the Union wishes to have its full-time employees participate in the Pension Fund program of benefits; and

WHEREAS, the Union and Pension Fund wish to adopt a written agreement to provide for participation of its employees in the Pension Fund.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Pension Fund and Union hereby agree, effective April 1, 2017, as follows:

1. The Union agrees to remain or be bound by, and hereby assents to all of the terms and conditions of the Trust Agreement creating the Pension Fund and any rules and regulations adopted by the Trustees of the Pension Fund in administering the Pension Fund in accordance with the Trust and any regulations thereunder, and all of the actions of the Trustees of the Pension Fund in administering the Pension Fund in accordance with the Trust Agreement and rules adopted.

2. The Union agrees to make contributions to the Pension Fund on behalf of all of its regular full-time employees, with full-time being defined by an employee's established regular work week requiring thirty (30) or more hours per week. The amount of such contribution required for pension contributions shall be set forth on April 1st of each year, in the Local 701 collective bargaining agreement with Southern Wine and Spirits of New Jersey, but that contract rate shall be increased by 13%, and to be submitted pursuant to the term and obligations of this Participation Agreement.

4. The Trustees of the Pension Fund shall be authorized to cause audits to be made of the payroll and wage records of the Union as they shall deem necessary to determine whether and to what extent the Union has made contributions specified herein and the Union agrees to comply with the provisions of the Trust Agreement of the Pension Fund and Pension Fund rules

relating to such audits. The Union agrees to cooperate in the performance of such audits and shall pay any amounts determined to be due as a result of any such audit promptly upon demand.

5. If the Union fails to make contributions when due, the Trustees of the Pension Fund shall have the right to take whatever steps are necessary to obtain such contributions, and the Pension Fund shall be liable for all costs of collecting the payments due together with attorneys' fees and such interest and other amounts as may be assessed by the Trustees of the Pension Fund.

6. The Pension Fund acknowledges receipt of and has read a copy of the Pension Fund's Agreement and Declaration of Trust.

7. The Union acknowledges that the Trustees may, in their sole discretion, terminate the participation of the Union employees at any time.

IN WITNESS WHEREOF, the Pension Fund and the Union have caused this instrument to be executed by their duly authorized representatives.

MID-JERSEY TRUCKING
INDUSTRY AND TEAMSTERS
LOCAL 701 PENSION FUND AND
ANNUITY FUND

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 701

By

Union Trustee

President

Date:

3-23-17

Date:

3-27-17

By:



Employer Trustee

Dated:

3-23-2017

**RESTATED PARTICIPATION AGREEMENT BETWEEN
MID-JERSEY TRUCKING INDUSTRY AND TEAMSTERS LOCAL 701
WELFARE FUND AND MID-JERSEY TRUCKING INDUSTRY AND
TEAMSTERS LOCAL 701 PENSION AND ANNUITY FUND**

THIS AGREEMENT made and entered into by and between the Mid-Jersey Trucking Industry and Teamsters Local 701 Pension and Annuity Fund ("Pension Fund") and the Mid-Jersey Trucking Industry and Teamsters Local 701 Welfare Fund ("Welfare Fund"), by its duly authorized representatives.

WHEREAS, employees of the Welfare Fund have participated in the Pension Fund program of benefits; and

WHEREAS, the Restated Trust Agreement of the Pension Fund at Article 1, Section 8(b) provides that Welfare Fund employees may continue to participate under the Trust provided that the Welfare Fund adopt a written agreement requiring that it make contributions to the Pension Fund and be accepted for participation by the Board of Trustees of the Pension Fund; and

WHEREAS, the Welfare Fund wishes to adopt a written agreement to continue to provide for participation of certain of its employees in the Pension Fund.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the Pension Fund and Welfare Fund hereby agree as follows:

1. The Welfare Fund agrees to remain or be bound by, and hereby assents to all of the terms and conditions of the Trust Agreement creating the Pension Fund and any rules and regulations adopted by the Trustees of the Pension Fund in administering the Pension Fund in accordance with the Trust and any regulations thereunder, and all of the actions of the Trustees of the Pension fund in administering the Pension Fund in accordance with the Trust Agreement and rules adopted.

2. The Welfare Fund agrees to make contributions to the Pension Fund on behalf of all of its regular full-time employees with full-time being defined by an employee's established regular workweek requiring thirty (30) or more hours per week. The amount of such contribution required for pension contributions shall be set forth on April 1st of each year, in the Local 701 collective bargaining agreement with Southern Wine and Spirits of New Jersey, but that contract rate shall be increased by 13%, and is to be submitted pursuant to the term and obligations of this Participation Agreement.

3. The Trustees of the Pension Fund shall be authorized to cause audits to be made of the payroll and wage records of the Welfare Fund as they shall deem necessary to determine whether and to what extent the Welfare Fund has made the contributions specified herein and the Welfare Fund agrees to comply with the provisions of the Trust Agreement of the Pension

Fund and Pension Fund rules relating to such audits. The Welfare Fund agrees to cooperate in the performance of such audits and shall pay any amounts determined to be due as a result of any such audit promptly upon demand.

4. If the Welfare Fund fails to make contributions when due, the Trustees of the Pension Fund shall have the right to take whatever steps are necessary to obtain such contributions, and the Welfare Fund shall be liable for all costs of collecting the payments, due together with attorney's fees and such interest and other amounts as may be assessed by the Trustees of the Pension Fund.

IN WITNESS WHEREOF, the Welfare Fund has caused this instrument to be executed by their duly authorized representatives.

**MID-JERSEY TRUCKING INDUSTRY AND
TEAMSTERS LOCAL 701 WELFARE FUND**

By _____

By _____

ACCEPTED:

**MID-JERSEY TRUCKING INDUSTRY AND
TEAMSTERS LOCAL 701 PENSION FUND**

By _____

For and on behalf of Board of Trustees

Dated: _____

4/28/17