

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

ITEM NO. 37

SECTION V

FILE 3 of 5

Employer Name

Local Union

The Bellas Co	Teamsters Local Union No. 92
J & J Motor Service Inc	Teamsters Local Union No. 727
J L O Metal Products	Teamsters Local Union No. 781
J T M Products Inc	Teamsters Local Union No. 507
Jacobus Energy Inc	Teamsters Local Union No. 200
Olmstead Construction Inc	Teamsters Local Union No. 238
J R Jensen Construction Company	Teamsters Local Union No. 346
Johnson Controls Inc	Teamsters Local Union No. 247
Johnstone Machinery Movers Inc	Teamsters Local Union No. 20
Jordan's Mishawaka Transfer Inc	Teamsters Local Union No. 364
Earle M Jorgensen Co	Teamsters Local Union No. 247
Earle M Jorgensen Co	Teamsters Local Union No. 731
Leo Journagan Construction Company Inc	Teamsters Local Union No. 245
Jungclaus-Campbell Co Inc	Teamsters Local Union No. 135
KS Energy Services LLC	Teamsters Local Union No. 100
K & T Switching Service Inc	Teamsters Local Union No. 20
K & T Switching Service Inc	Teamsters Local Union No. 89
K & T Switching Service Inc	Teamsters Local Union No. 89
Kansas Sand & Concrete Inc	Teamsters Local Union No. 696
The Keebler Company	Teamsters Local Union No. 783
Keller Transfer Line Inc	Teamsters Local Union No. 406
Keller Truck Service	Teamsters Local Union No. 525
MJ Kellner Co Inc	Teamsters Local Union No. 916
Kellogg Sales Company	Teamsters Local Union No. 51
Kellogg Sales Company	Teamsters Local Union No. 71
Kellogg Sales Company	Teamsters Local Union No. 89
Kellogg Sales Company	Teamsters Local Union No. 114
Kellogg Sales Company	Teamsters Local Union No. 120
Kellogg Sales Company	Teamsters Local Union No. 215
Kellogg Sales Company	Teamsters Local Union No. 238
Kellogg Sales Company	Teamsters Local Union No. 245
Kellogg Sales Company	Teamsters Local Union No. 284
Kellogg Sales Company	Teamsters Local Union No. 519
Kellogg Sales Company	Teamsters Local Union No. 554
Kellogg Sales Company	Teamsters Local Union No. 662
Kellogg Sales Company	Teamsters Local Union No. 688
Kellogg Sales Company	Teamsters Local Union No. 795
Kellogg Sales Company	Teamsters Local Union No. 886
Kellogg Sales Company	Teamsters Local Union No. 955
Kellogg Sales Company	Teamsters Local Union No. 984
Kellogg Sales Company	Teamsters Local Union No. 997
Kemps LLC	Teamsters Local Union No. 471
Kemps LLC	Teamsters Local Union No. 471
Kemps LLC	Teamsters Local Union No. 200
Kemps LLC	Teamsters Local Union No. 471
Kemps LLC	Teamsters Local Union No. 662
Kemps LLC	Teamsters Local Union No. 120
Kemps LLC	Teamsters Local Union No. 120
Kemps LLC	Teamsters Local Union No. 638
Kentucky Truck Sales Inc	Teamsters Local Union No. 89
F K Kettler Co	Teamsters Local Union No. 727
Kienstra Hauling Company	Teamsters Local Union No. 682
Kienstra Transport Company	Teamsters Local Union No. 682
Kinder Morgan Bulk Terminals Inc	Teamsters Local Union No. 377
Kings Material Inc	Teamsters Local Union No. 238
Kings Material Inc	Teamsters Local Union No. 238

Employer Name

Lee Kintner & Sons Inc
Kirby-Smith Machinery Inc
Kirscher Transport Inc
Klance Staging Inc
Kleiman Construction Inc
Klosterman Baking Company Inc
Klosterman Baking Company Inc
Klosterman Baking Company Inc
Kolb Grading LLC
Kop-Coat Inc
Kraemer Mining & Materials Inc
Kranz Inc
Buck Kreihs Marine Repair
Kreiling Roofing Company
The Kroger Co
Kuehne + Nagel Inc
Kuenz Heating & Sheet Metal Co
Kuert Concrete Inc
Kuhlman Corporation
Kuhlman Corporation
Kuhlman Corporation
Kuhlman Corporation
Kuhlman Corporation
Kutis Funeral Home Inc
Kutis Funeral Home Inc
L & C Meat Inc
Lafarge North America Inc
Lakehead Constructors Inc
Lake Orion Lumber Co
Lakehead Concrete Works
Lakeville Motor Express
La King Trucking Inc
Land O Lakes Inc
Land O Lakes Inc
Land O Lakes Inc
Land O Lakes Inc
Lang Ice Company
M Lange Inc
La Porte Transit Company Inc
Laramie Inc
Larson Danielson Construction Co
Lasco Foods Inc
Laura Buick GMC Inc
QB Sales And Service LLC
Leicht Transfer & Storage Co
Leicht Transfer & Storage Co
Leidenheimer Baking Company
The Levy Company Inc
Lewis Brothers Bakeries Inc
Liese Lumber Company Inc
Lincoln Moving & Storage Co
Linde LLC
Linde LLC
Linde LLC
Linde LLC

Local Union

Teamsters Local Union No. 135
Teamsters Local Union No. 618
Teamsters Local Union No. 346
Teamsters Local Union No. 600
Teamsters Local Union No. 238
Teamsters Local Union No. 114
Teamsters Local Union No. 114
Teamsters Local Union No. 114
Teamsters Local Union No. 682
Teamsters Local Union No. 618
Teamsters Local Union No. 120
Teamsters Local Union No. 200
Teamsters Local Union No. 270
Teamsters Local Union No. 627
Various Teamster Local Unions
Teamsters Local Union No. 743
Teamsters Local Union No. 682
Teamsters Local Union No. 364
Teamsters Local Union No. 20
Teamsters Local Union No. 20
Teamsters Local Union No. 20
Teamsters Local Union No. 247
Teamsters Local Union No. 1038
Teamsters Local Union No. 610
Teamsters Local Union No. 610
Teamsters Local Union No. 955
Teamsters Local Union No. 20
Teamsters Local Union No. 346
Teamsters Local Union No. 406
Teamsters Local Union No. 449
Teamsters Local Union No. 682
Teamsters Local Union No. 722
Teamsters Local Union No. 346
Teamsters Local Union No. 247
Teamsters Local Union No. 346
Various Teamster Local Unions
Teamsters Local Union No. 908
Teamsters Local Union No. 120
Teamsters Local Union No. 662
Teamsters Local Union No. 662
Teamsters Local Union No. 471
Teamsters Local Union No. 781
Teamsters Local Union No. 727
Teamsters Local Union No. 135
Teamsters Local Union No. 247
Teamsters Local Union No. 135
Teamsters Local Union No. 688
Teamsters Local Union No. 50
Teamsters Local Union No. 554
Teamsters Local Union No. 662
Teamsters Local Union No. 662
Teamsters Local Union No. 270
Teamsters Local Union No. 777
Teamsters Local Union No. 236
Teamsters Local Union No. 50
Teamsters Local Union No. 293
Teamsters Local Union No. 92
Teamsters Local Union No. 92
Teamsters Local Union No. 270
Teamsters Local Union No. 908

Employer Name

A Lindberg & Sons Inc
C J Link Lumber Company
C F Long & Sons Inc
Loy Lange Box Co
Frank Lucco Company Inc
Lynn Trucking Inc
MACC Of Illinois Inc
M A K Enterprise Inc
M G A Inc
M I K Co-op Trucking Association
M & M Truck Parts Sales Inc
MSG Chicago LLC
L & W Supply Corporation
M T W Inc
Mackinaw Transfer Inc
Breckenridge Material Company
Madison Crushing & Excavating
Madison Farms Dairy
Madison Sand & Gravel Co
Magra Inc
Mahan Packing Company
The Maple City Ice Company
Marathon Petroleum Company LP
B J Marlatt Inc
C W Marsh Company
Howard Martin Inc
Material Service Corporation
Material Service Corporation
Mathie Supply Inc
The Louis Maull Company
Maxim Crane Works LP
Mayfield Transfer Co Inc
M B Water Inc
McCann Distributing Inc
McCausey Lumber Company
McDowell Tire Company
McDowell Tire Company
McDowell Tire Company
McFarling Foods Inc
McGraw/Kokosing Inc
McKesson Corporation
McKesson Corporation
McLean County Asphalt Company
McLean County Asphalt Company
McNally-Nimergood Co
Meadows Distributing Company Inc
Meiko America Inc
Merchants Forwarding Company
Merrill Gravel & Construction Co
Mertel Gravel Company
Messina Concrete Inc
Metro Fiber & Cable Construction Inc
Metro Materials Inc
Metropolitan Baking Company
Metropolitan Detroit Area Hospital Services Inc
Metropolitan Pier and Exposition Authority
Metzger Building Materials Co
C R Meyer & Sons Company
Michigan Chandelier Company
Mid-West Floor Company Inc

Local Union

Teamsters Local Union No. 406
Teamsters Local Union No. 247
Teamsters Local Union No. 614
Teamsters Local Union No. 688
Teamsters Local Union No. 348
Teamsters Local Union No. 135
Teamsters Local Union No. 26
Teamsters Local Union No. 406
Teamsters Local Union No. 200
Teamsters Local Union No. 120
Teamsters Local Union No. 406
Teamsters Local Union No. 727
Teamsters Local Union No. 120
Teamsters Local Union No. 662
Teamsters Local Union No. 627
Teamsters Local Union No. 682
Teamsters Local Union No. 695
Teamsters Local Union No. 600
Teamsters Local Union No. 695
Teamsters Local Union No. 614
Teamsters Local Union No. 377
Teamsters Local Union No. 20
Teamsters Local Union No. 283
Teamsters Local Union No. 135
Teamsters Local Union No. 406
Teamsters Local Union No. 414
Teamsters Local Union No. 26
Various Teamster Local Unions
Teamsters Local Union No. 92
Teamsters Local Union No. 688
Teamsters Local Union No. 100
Teamsters Local Union No. 26
Teamsters Local Union No. 135
Teamsters Local Union No. 697
Teamsters Local Union No. 247
Teamsters Local Union No. 41
Teamsters Local Union No. 618
Teamsters Local Union No. 745
Teamsters Local Union No. 135
Teamsters Local Union No. 100
Teamsters Local Union No. 120
Teamsters Local Union No. 337
Teamsters Local Union No. 26
Teamsters Local Union No. 26
Teamsters Local Union No. 406
Teamsters Local Union No. 754
Teamsters Local Union No. 781
Teamsters Local Union No. 299
Teamsters Local Union No. 662
Teamsters Local Union No. 722
Teamsters Local Union No. 247
Teamsters Local Union No. 20
Teamsters Local Union No. 682
Teamsters Local Union No. 51
Teamsters Local Union No. 51
Teamsters Local Union No. 727
Teamsters Local Union No. 120
Teamsters Local Union No. 200
Teamsters Local Union No. 247
Teamsters Local Union No. 682

<u>Employer Name</u>	<u>Local Union</u>
Midwest Rail Solutions LLC	Teamsters Local Union No. 604
Midland Engineering Company	Teamsters Local Union No. 364
Midland Properties Western LLC	Teamsters Local Union No. 781
Mid-States Supply Company Inc	Teamsters Local Union No. 682
Midtown Transportation Company	Teamsters Local Union No. 293
Midway Storage & Distribution	Teamsters Local Union No. 100
Midwest Construction Services Inc	Teamsters Local Union No. 120
Midwest Terminals of Toledo Inc	Teamsters Local Union No. 20
Midwestern Sanitation Inc	Teamsters Local Union No. 247
Mikesell's Snack Food Company	Teamsters Local Union No. 957
Mikesell's Snack Food Company	Teamsters Local Union No. 957
Milk Products LLC	Teamsters Local Union No. 662
Miller Transporters Inc	Teamsters Local Union No. 371
Miller Transporters Inc	Various Teamster Local Unions
Millwork Distributors Inc	Teamsters Local Union No. 200
The Minneapolis Flour Co	Teamsters Local Union No. 407
Miracle Supply Co Inc	Teamsters Local Union No. 600
Miracle Supply Co Inc	Teamsters Local Union No. 688
Miron Construction Co Inc	Teamsters Local Union No. 662
Missouri Petroleum Products Company	Teamsters Local Union No. 682
Modern Builders Supply Inc	Teamsters Local Union No. 377
Molo Oil Company	Teamsters Local Union No. 120
Monarch Textile Rental Services Inc	Teamsters Local Union No. 364
Moore Oil Company Inc	Teamsters Local Union No. 618
Morgan Foods Inc	Teamsters Local Union No. 89
Moscow Mills Lumber Company Inc	Teamsters Local Union No. 682
Mosser Construction Inc	Teamsters Local Union No. 20
Mt Carmel Stabilization Group Inc	Teamsters Local Union No. 135
Murnane Packaging Corporation	Teamsters Local Union No. 743
Murphy Construction & Equipment Rental Co	Teamsters Local Union No. 697
Murphy Company	Teamsters Local Union No. 682
Murphy Rigging & Erecting Inc	Teamsters Local Union No. 120
Murphy Warehouse Company	Teamsters Local Union No. 120
N E S Management Service	Teamsters Local Union No. 236
N E S Management Service	Teamsters Local Union No. 682
RoadSafe Traffic Systems Inc	Teamsters Local Union No. 627
RoadSafe Traffic Systems Inc	Teamsters Local Union No. 682
Kloeckner Metals Corporation	Teamsters Local Union No. 731
National Block Company	Teamsters Local Union No. 247
National Ready Mix Company	Teamsters Local Union No. 247
National Sales Company	Teamsters Local Union No. 682
H D Supply Waterworks Ltd	Teamsters Local Union No. 247
Natural Aggregates Corporation	Teamsters Local Union No. 614
Premier - Midwest Beverage Company	Teamsters Local Union No. 554
Nemeth Glass Inc	Teamsters Local Union No. 781
Nestle Purina Petcare Company	Teamsters Local Union No. 695
Nestle USA	Teamsters Local Union No. 238
Nestle USA	Teamsters Local Union No. 916
New Berlin Redi Mix Inc	Teamsters Local Union No. 200
New Melle/Weber Quarry	Teamsters Local Union No. 682
The New York Blower Company	Teamsters Local Union No. 135
Alfred Nickles Bakery Inc	Various Teamster Local Unions
Alfred Nickles Bakery Inc	Teamsters Local Union No. 175
Alfred Nickles Bakery Inc	Teamsters Local Union No. 110
Alfred Nickles Bakery Inc	Teamsters Local Union No. 175
The Nissen Lumber & Coal Company Inc	Teamsters Local Union No. 20
Norrenberns Lumber & Hardware Company	Teamsters Local Union No. 682
Norris Brothers Company Inc	Teamsters Local Union No. 964
Norris Brothers Company Inc	Teamsters Local Union No. 407
North Electric Supply Company	Teamsters Local Union No. 247
Northern Indiana Trucking LLC	Teamsters Local Union No. 364

<u>Employer Name</u>	<u>Local Union</u>
Northern Lakes Seafood & Meats LLC	Teamsters Local Union No. 337
NPL Construction Co	Teamsters Local Union No. 722
Northville Downs Half Mile Cycle Race Corporation	Teamsters Local Union No. 337
Northville Downs Half Mile Cycle Race Corporation	Teamsters Local Union No. 337
Northwestern Fruit Company	Teamsters Local Union No. 120
Nu-Way Concrete Forms Inc	Teamsters Local Union No. 682
Nu-Way Services Inc	Teamsters Local Union No. 618
Odum Concrete Products Inc	Teamsters Local Union No. 50
Ohio Teamsters Credit Union	Teamsters Local Union No. 52
Okauchee Redi-Mix Inc	Teamsters Local Union No. 200
Sam Okun Produce Company	Teamsters Local Union No. 20
Old Dutch Foods Inc	Teamsters Local Union No. 346
Old Dutch Foods Inc	Teamsters Local Union No. 471
Old Fort Building Supply of South Bend Inc	Teamsters Local Union No. 364
Olsen Fish Company	Teamsters Local Union No. 638
Olson Trailer & Body LLC	Teamsters Local Union No. 662
Veolia ES Technical Solutions LLC	Teamsters Local Union No. 200
Advanced Disposal Services Solid Waste Midwest LLC	Teamsters Local Union No. 247
Orica USA Inc	Teamsters Local Union No. 682
Osborne Concrete Company Inc	Teamsters Local Union No. 247
John D Osborne Trucking Inc	Teamsters Local Union No. 247
JW Ossola Construction Company	Teamsters Local Union No. 722
Oudenhoven Construction Inc	Teamsters Local Union No. 662
Overland Metals Inc	Teamsters Local Union No. 610
Owens Corning	Teamsters Local Union No. 541
P1 Group Inc	Teamsters Local Union No. 696
PDC Services Inc	Teamsters Local Union No. 627
P I & I Trucking Inc	Teamsters Local Union No. 377
PGW Auto Glass LLC	Teamsters Local Union No. 100
PGW Auto Glass LLC	Teamsters Local Union No. 120
PGW Auto Glass LLC	Teamsters Local Union No. 135
PGW Auto Glass LLC	Teamsters Local Union No. 247
Pro Services Inc	Teamsters Local Union No. 337
Primesource Building Products Inc	Teamsters Local Union No. 135
Pace Construction Co LLC	Teamsters Local Union No. 682
Pacific Lumber Company	Teamsters Local Union No. 682
Paddack Brothers Inc	Teamsters Local Union No. 135
Palmer Moving & Storage Company	Teamsters Local Union No. 243
Pan-O-Gold Baking Company	Teamsters Local Union No. 120
Pan-O-Gold Baking Company	Teamsters Local Union No. 120
Pan-O-Gold Baking Company	Teamsters Local Union No. 289
Pan-O-Gold Baking Company	Teamsters Local Union No. 638
Pan-O-Gold Baking Company	Teamsters Local Union No. 662
Paramount Convention Services	Teamsters Local Union No. 600
Parke & Son Inc	Teamsters Local Union No. 279
Parma Movers Inc	Teamsters Local Union No. 293
Patson Inc	Teamsters Local Union No. 781
Al Peake & Sons Produce	Teamsters Local Union No. 20
Miracle Express Inc	Teamsters Local Union No. 120
Penske Logistics LLC	Teamsters Local Union No. 332
Penske Truck Leasing Company LP	Teamsters Local Union No. 348
Penske Truck Leasing Company LP	Teamsters Local Union No. 135
Penske Truck Leasing Company LP	Teamsters Local Union No. 200
Penske Truck Leasing Company LP	Teamsters Local Union No. 541
Penske Truck Leasing Company LP	Teamsters Local Union No. 528
Penske Truck Leasing Company LP	Teamsters Local Union No. 769
Penske Truck Leasing Company LP	Teamsters Local Union No. 769
Penske Truck Leasing Company LP	Teamsters Local Union No. 618
Penske Truck Leasing Company LP	Teamsters Local Union No. 79
Penske Truck Leasing Company LP	Teamsters Local Union No. 745
Penske Truck Leasing Company LP	Teamsters Local Union No. 385

Employer Name

Penske Truck Leasing Company LP
Penske Truck Leasing Company LP
Peoples Services Inc
Peoria Disposal Company
Perkins Contracting Company
Pet O'Fallon LLC
Pioneer Power Inc
Piper Trucking Inc
Plant Brothers Excavating & Construction LLC
PLP of Indiana LLC
Plumb Supply Company LLC
Plumb Supply Company LLC
Plumbers Wholsale Supply
Port Huron Building Supply
Portzen Construction Inc
Prairie Farms Dairy Inc
Prairie Lakeside LLC
Prairie Lakeside LLC
Prairie Lakeside LLC
Praxair Distribution Inc
Praxair Distribution Inc
Praxair Distribution Inc
Praxair Inc
Praxair Inc
Precision Vehicle Solutions LLC
Premier Environmental Solutions LLC

Local Union

Teamsters Local Union No. 135
Teamsters Local Union No. 512
Teamsters Local Union No. 92
Teamsters Local Union No. 627
Teamsters Local Union No. 682
Teamsters Local Union No. 50
Teamsters Local Union No. 120
Teamsters Local Union No. 247
Teamsters Local Union No. 135
Teamsters Local Union No. 908
Teamsters Local Union No. 90
Teamsters Local Union No. 238
Teamsters Local Union No. 247
Teamsters Local Union No. 337
Teamsters Local Union No. 120
Teamsters Local Union No. 833
Teamsters Local Union No. 833
Teamsters Local Union No. 135
Various Teamster Local Unions
Teamsters Local Union No. 688
Teamsters Local Union No. 279
Teamsters Local Union No. 955
Teamsters Local Union No. 179
Teamsters Local Union No. 627
Teamsters Local Union No. 50
Teamsters Local Union No. 783
Teamsters Local Union No. 1038
Teamsters Local Union No. 600
Teamsters Local Union No. 722
Teamsters Local Union No. 600
Teamsters Local Union No. 215
Teamsters Local Union No. 247
Teamsters Local Union No. 247
Teamsters Local Union No. 247
Teamsters Local Union No. 283
Teamsters Local Union No. 627
Teamsters Local Union No. 364
Teamsters Local Union No. 20
Teamsters Local Union No. 92
Teamsters Local Union No. 89
Teamsters Local Union No. 838

2013 -2017

AGREEMENT BETWEEN

THE BELLAS COMPANY

DBA

IRON CITY DISTRIBUTING COMPANY

AND

GENERAL TRUCK DRIVERS & HELPERS UNION

LOCAL NO. 92 AFFILIATED WITH

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

CHAUFFEURS, WAREHOUSEMEN AND HELPERS

OF AMERICA

RECEIVED

NOV 20 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, made and entered into between THE BELLAS COMPANY dba IRON CITY DISTRIBUTING COMPANY, hereinafter referred to as the Company, and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, OF CANTON, OHIO, affiliated with the International brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter referred to as the Union.

WITNESSETH:

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

ARTICLE I -- UNION RECOGNITION

Section 1.1. The Company agrees to recognize, and does hereby recognize, the Union, its agents, representatives or successors, as the exclusive bargaining agency for the employees of the Company presently working in the classification for which wage rates are established in Article V.

Section 1.2. Subject to the provisions of Article VII, Paragraph 7.1, the Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly-authorized representatives of the Union.

Section 1.3. The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 1.4. All present employees who are members of the Union on the effective date hereof shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement, whichever is the later except as provided herein. The parties signatory hereto recognize that the Company has utilized the services of seasonal employees from time to time. Seasonal employees shall be defined as students who may be hired for a period of not in excess of 120 calendar days in any given calendar year and shall be utilized between May 1st through September 15th and November 15th through January 8th of the following year. The Company shall have the unilateral right to establish the rate of pay for such seasonal employees and shall have the right to assign such employees to whatever work is necessary, including bargaining unit work; however, in no event shall seasonal employees be permitted to perform bargaining unit work on any classification from which a bargaining unit member is reduced to a lower paying job or laid off from the Company.

The Company shall notify the Union in writing when an employee is hired as a seasonal employee no later than the close of the first payroll period in which that seasonal employee

appears on the pay records. Seasonal employees shall be excused from meeting the requirements of Article I, Section 1.4 of this Agreement for a period not to exceed one hundred and twenty days. If an individual employed as a seasonal employee remains in the employ of the Company for one hundred and twenty one days or more, then, as a condition of employment said employee must become and remain a member of the Union in good standing.

If a seasonal employee performs work on a regular classification for a full eight hour turn he shall receive contract rate for the classification in which the work is performed.

Section 1.5. All Union employees are required to have a commercial drivers license (CDL). All new employees will have 120 days to obtain a CDL.

Section 1.6. A newly hired employee will be considered a probationary employee for a period of one hundred eighty (180) calendar days, during which period the Company will determine the suitability of such new employee for acceptance as a regular employee. Time served as a seasonal employee shall not be considered as time served as a probationary employee when computing the one hundred eighty (180) calendar day probationary period. If such employee is suspended, terminated, or released by the Company for any reason during the one hundred eighty (180) calendar day probationary period, such action will not be subject to review in the grievance-arbitration procedure set forth in Article XIII of this Agreement. Otherwise, probationary employees will be covered by this Agreement and will have full recourse to the grievance procedure.

When an employee comes under the terms of this Agreement, continuous service, for purposes of computing vacation and sick leave benefits shall be retroactive to the date of employment as a probationary employee.

contributions to the Fund for Employees under its employ and working under the terms of this Labor Agreement.

ARTICLE VII -- PENSION FUND

Section 7.1. The Employer shall contribute to the Central States, Southeast and Southwest Pension Fund for each employee covered hereby who has been on the payroll thirty (30) days or more the following amounts:

Effective October 1, 2013, \$ 132.30 per week per employee.

Effective October 1, 2014, \$ 132.30 per week per employee.

Effective October 1, 2015, \$132.30 per week per employee.

Effective October 1, 2016, \$ 132.30 per week per employee.

Section 7.2. If an employee is absent from work because of illness or off-the-job injury and so notifies the Employer of such absences, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Section 7.3. Contributions to the Pension Fund must be made for each week on each full time employee covered by this Agreement.

Section 7.4. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

Section 7.5. It is agreed and understood that by the execution of this Agreement, the Employer shall and is only obligated to make the specific and defined contributions above called for and the management of the Pension Fund shall be in the sole

judgment and discretion of the Trustees thereof within the scope of their authority and laws appertaining thereto. Further, the Employer is in no way further obligated other than for payment of the specific and defined contributions negotiated by the employees.

ARTICLE VIII -- HOURS OF WORK

Section 8.1. Eight (8) hours constitute a day's work. Employees who complete their assigned route or other task before the end of their scheduled shift shall report to their supervisor for additional assignment. Five (5) days shall constitute a week's work. All time worked in excess of forty (40) hours per week shall be paid for at one and one-half (1 1/2) times the regular rates of pay. Saturday work shall be paid for at the rate of one and one-half (1 1/2) times the regular rate of pay. Every regular employee shall be guaranteed a minimum of forty (40) hours pay each week provided that they report to work on time, except that:

- (a) In the event that lack of work would result in the justifiable layoff of one or more employees, the concerned Employer and its employees agree to waive or modify the guarantee for a fixed period of time in order to avoid such layoff or layoffs.
- (b) If the concerned Employer and its employees fail to reach an agreement to waive or modify the guarantee, as referenced above, then the concerned Employer may unilaterally reduce the guarantee to thirty-two hours per week in order to avoid a layoff or layoffs for lack of work.
- (c) The parties agree that only a total of up to sixty working days during a calendar year may be worked under Section 8.1(b) above.
- (d) If an employee fails to report on time, more than twice per quarter, the employee shall be subject to the procedure outlined in Article XIV hereof.

AGREEMENT

between

J & J Motor Service, INC.

and

TEAMSTERS LOCAL UNION NO. 727



RECEIVED

JUN 05 2013

CONTRACT
DEPARTMENT

OCTOBER 1, 2012 – SEPTEMBER 30, 2017

AGREEMENT

AGREEMENT made and entered into by and between J & J Motor Service Inc, (hereinafter referred to as the "Company"), and AUTO LIVERY CHAUFFEURS, EMBALMERS, FUNERAL DIRECTORS, APPRENTICES, AMBULANCE DRIVERS AND HELPERS, TAXICAB DRIVERS, MISCELLANEOUS GARAGE EMPLOYEES, CAR WASHERS, GREASERS, POLISHERS AND WASH RACK ATTENDANTS UNION, MOTION PICTURE, THEATRICAL, EXPOSITION, CONVENTION AND TRADE SHOW EMPLOYEES, PHARMACISTS, BUS DRIVERS, PARKING LOT ATTENDANTS, AND HIKERS, HOTEL INDUSTRY AND RACETRACK INDUSTRY EMPLOYEES CHICAGO AND VICINITY, ILLINOIS LOCAL 727, an affiliate of the I. B. of T. (hereinafter referred to as the "Union").

ARTICLE 1 - MANAGEMENT RIGHTS

The Company shall have the right to manage its business and direct the work force, including but not limited to the rights to discipline employees, to discharge employees for cause, to hire, promote, demote and transfer employees'; to lay off employees for economic reasons; to require overtime work and to establish work rules and procedures which are not inconsistent with the terms of this agreement. All rights not expressly restricted by this agreement are retained by the Company.

ARTICLE 2 - RECOGNITION - CHECKOFF

(a) Upon the signing of this Agreement, all employees of the Company covered by the bargaining unit as mentioned in Section (b), Article 2, who are not members of the Union, shall on their 30th day of continuous employment with the Company, become members of the Union.

(b) The Company recognizes the Union as the sole and exclusive bargaining agent for all drivers, dockmen, warehouse combination, warehousemen, and working foremen.

The parties acknowledge that during negotiations leading to the Agreement the parties mutually understood that the Company would be entitled to employ part-time

ARTICLE 12 – HEALTH & WELFARE

(a) The Company shall contribute to Teamsters Local Union No. 727 Health and Welfare Fund on account of each regular full-time employee covered by this Agreement the following:

Commencing October 1, 2012.....\$796.00 per month
Such rate shall continue except as adjusted by the Board of Trustees provisions of Article 12, Section (b) below.

(b) It is agreed that the Company shall contribute additional amounts over and above those required in Article 12, Section (a) to the Health and Wealth Fund on behalf of each full time employee as follows:

No contributions to the Health and Welfare Fund shall be required on behalf of any employee who is on a leave of absence, except as required by law.

(c) By the execution of this Agreement, the Company authorizes the Trustees to enter into appropriate trust agreements necessary for the administration of such funds, and hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope or their authority.

ARTICLE 13– PENSION FUND

(a) The Company agrees during the term of this Agreement to contribute to the Central States, Southeast and Southwest Areas Pension Fund (“Pension Fund”), and to be bound by the applicable Trust documents and the Rules and Regulations of the Pension Fund, all on behalf of each regular employee covered by the plan, who has been employed for thirty (30) days as follows:

Effective October 1, 2012 - \$193.50 per week
Effective October 1, 2013 - \$201.20 per week
Effective October 1, 2014 - \$209.20 per week
Effective October 1, 2015 - \$217.60 per week

Effective October 1, 2016 - \$226.30 per week

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

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

ARTICLE 14- LEGAL AND EDUCATIONAL ASSISTANCE FUND

(a) The Company shall contribute to the Teamsters Local Union No. 727 Legal and Educational Assistance Fund on account of each employee covered by this Agreement the following:

Commencing October 1, 2012.....\$68.00 per month

(b) By the execution of this Agreement, the Company authorizes the Trustees to enter into appropriate trust agreements necessary for the administration of such funds, and hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope or their authority.

ARTICLE 15 - D.R.I.V.E.

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

National D.R.I.V.E.

Effective October 1, 2013	\$2.00
Effective October 1, 2014	\$2.00
Effective October 1, 2015	\$2.00
Effective October 1, 2016	\$2.00

18.2 The allocation of the additional compensation required by Section 18.1 shall be determined by the Union. In September 2013, September 2014, September 2014, September 2015 and September 2016, the Union shall notify the Company in writing of its determination of the allocation between additional hourly Wages (Article 11), additional contributions to the Legal and Educational Assistance Fund (Article 14), and/or additional contributions to the Health and Welfare Fund (Article 12) for the upcoming year.

ARTICLE 19 - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective October 1, 2012 and continue in full force and effect through September 30, 2017 for all employees. This Agreement will continue in full force and effect thereafter unless written notice is given by either party sixty (60) days or more prior to September 30th of any year hereafter.

For J & J MOTOR SERVICE, INC.:

Carl Bann

J & J MOTOR SRV, INC.

11-5-12

For the UNION:

John T. Coli

Secretary-Treasurer

11-5-12

RECEIVED

JUN 05 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

BETWEEN

JLO METAL PRODUCTS

AND

**MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE
PARTS, SERVICE, TIRE & RENTAL, CHEMICAL, AND
PETROLEUM, ICE, PAPER, AND RELATED CLERICAL AND
PRODUCTION EMPLOYEES UNION**

LOCAL NO. 781

RECEIVED

AUG 28 2014

**CONTRACT
DEPARTMENT**

JANUARY 15, 2014 ~ JANUARY 14, 2017

AGREEMENT

This Agreement is by and between JLO METAL PRODUCTS, (hereinafter referred to as the “Company”), and MISCELLANEOUS WAREHOUSEMEU, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE & RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION, LOCAL NO. 781, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the “Union”) and affects the Company’s plant located at 5841 Dickens, Chicago, Illinois.

ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the employees and the Company; to set forth their entire agreement covering rates of pay, wages, hours of work and other conditions of employment to be observed by the parties hereto; to secure the efficient and profitable operation of the Company; and to secure and sustain maximum productivity of each employee covered by this Agreement.

ARTICLE 2

RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining representative for the employees described below:

“All production and maintenance employees of the Employer at its plant at 5841 Dickens, Chicago, Illinois, excluding office clerical employees, professional employees, technical employees, guards and supervisors as defined in the Act and all other employees not expressly included.”

Nothing in this Agreement shall constitute a guarantee, implicit or implied, of work or a continuation of operation or any part thereof.

ARTICLE 3

UNION SECURITY

All employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall maintain their membership in good standing for the duration of this Agreement.

All employees who are not members of the Union in good standing and all employees hired on or after the effective date of this Agreement shall become members of the Union not later than the thirty-first (31st) calendar day following the effective date of this Agreement or date of employment whichever is later, and thereafter shall maintain Union membership in good standing for the duration of this Agreement. For the purpose of this Agreement, the term “good standing” is defined to refer only and be limited to tendering of periodic Union membership dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

For the purpose of this Article, an employee shall not be deemed to have lost his membership in the Union in good standing until the Union shall have given the Company a notice in writing to that fact.

Upon receipt of Voluntary Authorization in writing by an employee covered by this Agreement, the Company will make deductions from the employee’s wages for Union initiation fees and monthly membership dues. These deductions will be in amounts designated to the Company in

ARTICLE 16
JOB TRANSFER

If by choice of the Company, an employee is moved into a lower rated classification, employee will retain higher rate of pay.

ARTICLE 17
PENSION

Effective January 15, 2014, the Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of Nineteen Dollars and eighty cents (\$19.80) per week (Schedule B) for each regular employee covered by this agreement, who has been on the payroll thirty (30) days or more. Effective January 15, 2015, the Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of Twenty one Dollars (\$21.00) per week (Schedule B) for each regular employee covered by this agreement who has been on the payroll thirty (30) days or more. Effective January 15, 2016, the Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of Twenty one Dollars and eighty cents (\$21.80) per week (Schedule B) for each regular Employee covered by this agreement who has been on the payroll thirty (30) days or more. Such payments shall be made to the Central States, Southeast and Southwest Areas Pension Fund in accordance with the trust instruments establishing said Pension Fund. The Company ratifies and confirms the appointment of the Employer trustees, who shall, together with their successor trustees designated in the manner provided in said trust instruments, and jointly with an equal number of trustees appointed by the labor organizations, carry out the terms and conditions of the trust instruments.

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

the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than three (3) months. If an employee is granted a leave of absence, the Company shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. Contributions to the Pension fund must be made for each week on each regular or extra employee, even though such employees may work only part-time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Employees covered by the foregoing pension shall not be covered by any other Company pension.

ARTICLE 18 INSURANCE

The Company shall continue in effect the present insurance coverage or such other coverage as may be added from time to time. The Employee shall pay \$15.97 weekly for single coverage. The Company may increase the employee contribution up to 12% maximum per year starting January 17, 2015 and January 14, 2016.

Employees will be offered the option from the existing HMO plan or a PPO type plan. The employee will pay the additional cost to switch to a PPO.

The Master Insurance Policy (or policies) shall control the payment of all benefits. Grievances shall not be filed or processed pertaining to the group insurance benefits. The Master Policy(ies) shall contain a standard coordination of benefits clause to prevent duplication of benefits. The Company shall be free to change insurance carrier(s) at any time, provided that the Union is notified of the change and provided that substantially the same benefits are maintained under the new policy.



J.T.M. PRODUCTS, INC.



AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of November 30, 2011, by and between THE J.T.M. PRODUCTS, INC., having plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores, or any newly acquired or constructed plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores located in the State of Ohio, or within a radius of one hundred seventy five miles of the County of Cuyahoga, State of Ohio, said Company being hereinafter referred to as the 'Employer' and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 507, hereinafter referred to as the 'Union.'

ARTICLE I - OBLIGATION - RECOGNITION

1. It is mutually understood and agreed by and between the parties hereto that, except as otherwise provided herein, the hours, hourly rates of pay and working conditions hereinafter set forth shall be binding upon the parties hereto from the 30th day of November, 2011 until terminated, as hereinafter provided.

2. The Employer recognizes the Union as the exclusive bargaining agent for all employees in its plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores, except guards, laboratory employees, office employees and supervisors, as defined by the National Labor Relations Act.

ARTICLE II - CONDITIONS OF EMPLOYMENT

1. The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed.

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

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

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

5. Within five (5) days of notification by the Union that an employee is in default in the payment of his or her dues, or initiation fees, the Company shall be required to discharge said employee and said request must be complied with.

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

7. In accordance with individual authorizations the Employer shall deduct once each year from the employees' earnings five dollars (\$5.00) and remit the amount so deducted to the Ohio D.R.L.V.E.

8. If an employee wants a savings deduction made each week, then in accordance with individual authorizations, the Employer shall

deduct from the employees' earnings such amounts as the employee shall designate each week and remit the amount so deducted to the Ohio Teamsters Credit Union each month.

9. In the event of moving of the Company's plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or store operations to a new location within a one hundred seventy-five (175) mile radius of the present location, the present members would have the first opportunity to be employed at the new location with no loss of seniority and benefits. Employees so transferred will relocate at their own expense.

ARTICLE III - WORK HOURS AND OVERTIME

1. Eight (8) hours pay hereby guaranteed to any employee who reports for work on any given day and forty (40) hours pay hereby guaranteed to any employee who reports for work on a scheduled work day in any given week. Four (4) hours pay is hereby guaranteed to any employee who reports for work on Saturday or six (6) hours pay on Sunday. Each employee shall be allowed a fifteen (15) minute break for physical relief during the first half of his shift and a further fifteen (15) minute break for physical relief during the second half of the shift. Wash up time of five (5) minutes before lunch break and five (5) minutes before the shift ends.

2. All work performed over and above eight (8) hours in any one day or forty (40) hours in any one week shall be considered overtime, and shall be paid for at the rate of time and one-half the regular hourly rate. Such overtime shall be computed on whatever total overtime hours are the greater for the week, whether it be on a daily or weekly basis, but not on both.

3. All shifts shall have a specified starting time and any work performed prior to the regular starting hours of the shift shall be considered overtime and shall be paid for at the rate of time and one-half the hourly rate.

4. An employee called into work ahead of his regular schedule shall also work his regular shift unless irregular starting times are compelled by normal business conditions.

5. Weekly schedule of employees' working hours shall be posted not later than the previous Thursday for the following week and maintained.

6. An employee called to work outside of his shift will be provided with a minimum of four (4) hours work or pay in lieu of work, such pay to start from the hour the employee is required to report for work.

7. Overtime in the various departments shall be equally divided among the employees of the respective departments as equally as possible, per shift and classification. The overtime records shall be available for inspection at the request of the Union at any time. Any work to be done on overtime will be done by employees who do the same jobs on regular time on a seniority basis. Overtime shall be divided as equally as possible, provided that employees with greater seniority shall be offered the first overtime with any subsequent overtime to be offered to employees next on the seniority list. When the seniority list shall have been exhausted, the cycle will be repeated with the highest seniority employees to get the first overtime of the succeeding cycle. A refusal by any employee shall constitute a forfeiture of his turn at overtime.

8. The work week shall be Monday through Friday. Employees shall be paid each week on a day set by the Employer.

9. Each employee who is required to work six (6) consecutive days shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such sixth day.

10. Each employee who is required to work seven (7) consecutive days shall be paid at the rate of twice his regular straight time hourly rate of pay for all hours worked on such seventh day.

11. Each employee who is required to work on Saturday shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such Saturday.

12. Each employee who is required to work on Sundays or Holidays shall be paid at the rate of twice his regular straight time hourly rate of pay for all hours worked on such Sundays or Holidays, plus 8 hours pay for the Holiday.

13. No employee shall be required to work more than eight (8) hours in any one day if he notifies his supervisor during his first six (6) hours of work.

14. Reasonable trip expenses shall be furnished to all drivers including meals and motel, provided that the employee furnishes the Employer with bona fide receipts.

15. A meal allowance of three dollars (\$3.00) will be granted to employees who are required to work two (2) hours of overtime on

office within seven (7) days of the date on which the said grievance, dispute, controversy or the like occurred, shall be irrevocably waived by the said Local Union member.

ARTICLE XV LIABILITY OF UNION FOR UNAUTHORIZED CONDUCT

1. It is specifically understood and agreed between the parties that the Union shall not be held liable in any manner whatsoever for the conduct of its agents or members unless said conduct is specifically authorized or subsequently ratified by official action of the governing body of the Union, however, any employee who participates in any unlawful strike, slowdown or other stoppage of work is subject to immediate discharge without recourse to the grievance procedure.

2. The Union agrees, however, that if any of its agents or members shall cause a strike, slowdown or other interruption or stoppage of work which is unauthorized and not subsequently ratified by the governing body of the Union, it will within twenty-four (24) hours after written request of the Employer, cause to be posted on the bulletin board of the Employer's shop, a notice declaring that the strike, slowdown or stoppage or other interruption of work is not an authorized act of the Union, and shall call upon those of its members participating therein to resume work as usual.

3. Nothing in this Agreement shall make unlawful, or a breach thereof, for members of the Union employed by the Employer to refuse to work on or produce products which are or will be supplied to any other company's branch or plant where a labor dispute exists between that plant and its employees.

4. It shall not be a violation of this contract if any employee or employees refuse to go through a picket line authorized by Teamsters Joint Council No. 41.

ARTICLE XVI - HEALTH AND WELFARE FUND

Effective November 30, 2011, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred four dollars (\$204.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10th of the following month.

Effective November 30, 2012, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred four dollars (\$204.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred four dollars (\$204.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred four dollars (\$204.00) nor more than two hundred twenty dollars (\$220.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10th of the following month.

Effective November 30, 2013, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred four dollars (\$204.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred four dollars (\$204.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred four dollars (\$204.00) nor more than two hundred thirty-eight dollars (\$238.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10th of the following month.

Effective November 30, 2014, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred four dollars (\$204.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred four dollars (\$204.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the

resulting difference being not less than two hundred four dollars (\$204.00) nor more than two hundred fifty-five dollars (\$255.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10th of the following month. Not in limitation of any other remedy by the Union or the Trustees of the Fund, the Union shall be free to strike, if the Employer fails to make the required contributions to the Fund within thirty (30) days after the date required by the Trustees. THE EMPLOYER hereby agrees to become a party to the Agreement and Declaration of Trust establishing the Cleveland Bakers and Teamsters Health and Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement and Declaration of Trust.

It is understood and agreed that the said Agreement and Declaration of Trust and said Health and Welfare Fund and its Rules and Regulations shall comply with all applicable laws and that the Health and Welfare Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the U.S. Treasury Department so as to permit the Employer an income tax deduction for the contributions paid hereunder.

The Employer must promptly notify the Health and Welfare Fund of any change in an employee's employment status due to discharge, lay-off, personal leave of absence, absence due to accident or illness, or reduction from full-time (scheduled to work at least five 8-hour days per week with a minimum of 40 hours per week) to part-time status. If the Employer fails to comply with this notice requirement, the Employer shall be responsible for the greater of the following amounts: the cost of unpaid weekly contributions or, the cost of any or all medical and surgical benefits paid out by the Fund on behalf of non-eligible employees when such payments are made due to the Employer's failure to comply with this notice requirement.

ARTICLE XVII - PENSION FUND

Effective November 30, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred twenty-four dollars and eighty cents (\$124.80) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred thirty-two dollars and thirty cents (\$132.30) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred thirty-seven dollars and sixty cents (\$137.60) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2014, the Employer shall contribute to

the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred forty-three dollars and ten cents (\$143.10) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract.

Payments to the Fund shall be made on or before the 10th of the month following the month for which payments are being made. The number of weeks included in any monthly payment will be determined by the number of Saturdays in the month in question. Checks covering the contributions shall be made payable to Account 7000, American National Bank, and sent to P.O. Box 1431, Chicago, Illinois 60690.

This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. The Union and the Employer agrees to be bound by and hereby assent to all of the terms of the Trust Agreement creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreements and rules adopted. Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent to and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

ARTICLE XVIII - CER FUND

Effective November 30, 2011, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of seven dollars (\$7.00) per employee per week for any week or part thereof, for which said employee receives pay effective the first day of employment, as required under the provisions of the Collective Bargaining Agreement. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case of accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the 10th of the month.

Effective November 30, 2013, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of eight dollars (\$8.00) per employee per week for any week or part thereof, for which said employee receives pay effective the first day of employment, as required under the provisions of the Collective Bargaining Agreement. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case of accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the 10th of the month. Said payments to the CER Fund shall be used for charitable contributions on behalf of the industry; educational benefits to union members, including training and apprenticeship programs; to promote experienced employees for the industry in the job classifications covered in this Agreement and all other Collective Bargaining Agreements of Local 507; and for

recreational purposes for union members and their families and retirees and their families.

The expenditures of the CER Fund shall be managed by the Trustees of the Local 507 CER Fund. The Employers will be represented by no less than three (3) Trustees and the Union will be represented by no less than three (3) Trustees. The undersigned Employer agrees to become a party to the Agreement and Declaration of Trust of the CER Fund and further agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust and the Rules and Regulations to be established by the Trustees of the CER Fund.

It is understood and agreed that the CER Fund Agreement and Declaration of Trust and the CER Fund Rules and Regulations will comply with all applicable laws and that the CER Fund has qualified for approval by the Internal Revenue Service so as to permit the undersigned Employer an income tax deduction for the contributions paid hereunder.

ARTICLE XIX - CONSTITUTIONALITY OF AGREEMENT

1. If any clause, sentence, paragraph or part of this Agreement shall for any reason be determined by a proper judicial authority to be invalid, such determination shall not affect, impair or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph or parts thereof directly involved in the controversy in which such determination shall have been made.

2. The provisions of this Agreement are hereby declared to be separable and if a court of last resort determines any provision to be in conflict with applicable law, such decision shall not affect the validity or the effectiveness of the remainder of the Agreement, and in such case the parties shall meet within seven (7) days to renegotiate an agreement on the invalidated provision.

3. Any wage and benefit increases set forth in this Agreement which are restricted in any way by law shall be instituted at the earliest date permitted by law to the maximum extent permissible by law. Furthermore, if during the term of this Agreement legislation is enacted which has the effect of preventing or limiting the institution of any wage increases required under this Agreement and/or the payment of any Health and Welfare contributions and/or Pension contributions required under this Agreement, the parties shall meet within seven (7) days to renegotiate a lawful alternative to the invalidated wage increases and/or Health and Welfare and/or Pension contributions.

4. If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ARTICLE XX - SEVERANCE PAY

1. It is agreed that each employee who is displaced from his employment by reason of plant closing shall be compensated for such displacement provided he has been actively employed by the "Employer" for a period of at least one (1) year. An eligible employee's compensation for his displacement shall be on the basis of forty (40) hours of severance pay (at his straight time hourly rate of pay) for each year of employment.

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

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

ARTICLE XXI - PARTIES

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

7/1/2014
through
6/30/2017

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JACOBUS ENERGY, INC.

AND

TEAMSTERS "GENERAL" LOCAL UNION NO. 200

RECEIVED
JAN 14 2015
CONTRACT
DEPARTMENT

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This Agreement is entered into between Jacobus Energy, Inc., hereinafter referred to as the "Employer" and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE I

RECOGNITION

Section 1. This Collective Bargaining Agreement, in respect to wages, hours of employment and working conditions, applies only to the gasoline and fuel oil tank wagon driver employees servicing areas within the jurisdiction of Teamsters "General" Local Union No. 200.

ARTICLE II

UNION SECURITY

Section 1. All present employees who are members of the Union shall remain members in good standing, as a condition of employment. The Employer will notify all new employees upon completion of their thirty-first (31st) day that subject to applicable law they must become members of the Union and remain members in good standing, as a condition of employment.

Section 2. When the Employer needs additional employees, he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 3. A new employee shall work under the provisions of this Agreement but shall be employed on a trial basis for ninety (90) calendar days, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement, or discriminating against Union members. After the probationary period, the employee shall be placed on the regular seniority list. When seniority is established, it shall be retroactive to the hiring date.

ARTICLE III

CHECKOFF OF UNION DUES AND INITIATION FEE

Section 1. Upon the receipt of written authorization from the employee, the Employer will deduct from his pay the initiation fee and Union dues payable by him to the Union. The Employer will make such deductions from the first pay of the employee, after receipt of authorization, and from the employee's first pay each month thereafter

and transmit to the Secretary-Treasurer of the Union the aggregate sum deducted, together with an itemized statement showing the source of each deduction. The Union will submit to the Employer immediately after signing this Agreement and thereafter, as new authorization cards are obtained, a statement of the amount due the Union by each employee who has authorized the deduction.

Section 2. DRIVE. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck.

ARTICLE IV

PRIVILEGES OF BUSINESS REPRESENTATIVES

Section 1. The Business Representatives of the Union shall have free access at all times during working hours to enter the premises of the Employer, with due regard to circumstances and conditions.

ARTICLE V

STEWARDS

Section 1. The Employer recognizes the right of the Union to designate a job steward to handle such Union business as may from time to time be delegated to him by the Union. The job steward shall be a non-supervisory employee of the Employer.

Section 2. The steward shall not lose any pay for time spent in the handling of grievances or negotiations of their Labor Agreement during regular working hours.

ARTICLE VI

TIME OFF FOR UNION ACTIVITIES

Section 1. The Employer agrees to grant time off, not to exceed two (2) weeks, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, provided one (1) week's written notice is given to the Employer by the Union, specifying length of time off. The Union

ARTICLE XXI

PENSION

Section 1. Effective July 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty Dollars and Twenty Cents (\$140.20) per week for each employee who has been on the payroll thirty (30) days or more.

Effective July 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty-Eight Dollars and Sixty Cents (\$148.60) per week for each employee who has been on the payroll thirty (30) days or more.

Effective July 1, 2016, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Fifty-Four Dollars and Fifty Cents (\$154.50) per week for each employee who has been on the payroll thirty (30) days or more.

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

Section 2. If an employee is absent because of illness or off-the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from such employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Associations, who are parties to the Trust Agreement creating the Central States Southeast and Southwest Areas Pension Fund, to designate the Employer Trustees for such Fund, hereby waives all notice thereof, ratifies all acts already taken or to be taken by such Trustees within the scope of their authority and agrees to be bound by the terms of such Trust Agreement.

Section 4. All regular employees shall receive, at the employee's option, the ability to participate in a non-matching 401(k) retirement plan provided for by the

Employer. This right shall be for the term of this Agreement.

ARTICLE XXII

NONDISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's age, race, color, religion, sex or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his age, race, color, religion, sex, or national origin.

ARTICLE XXIII

FUNERAL LEAVE

Section 1. In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, mother-in-law or father-in-law, stepmother, stepfather, stepsister, stepbrother or stepchild, grandmother or grandfather), a regular employee shall be entitled to a maximum of three (3) days off with pay, at the regular rate of pay, to attend the funeral. The compensable day or days must fall within the employee's regularly scheduled workweek.

ARTICLE XXIV

VIOLATIONS

Section 1. It is further agreed by both parties to this Agreement that at any time the Union has cause to believe that the Employer is not paying the wages agreed upon in this Agreement, the matter shall first be taken up as a grievance, and if the matter cannot be adjusted the Union may request, in writing, that the Employer shall produce an audit, by a Certified Public Accountant, of the Employer's payroll, and if the audit shows that the Employer has not been paying the wages agreed upon in this Agreement, it is understood and agreed that all back wages due the employee under this Agreement shall be paid immediately. In the event the audit shows that the Employer has been paying the wages agreed upon, the Union shall pay the expense of the Certified Public Accountant.

AGREEMENT

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

ARTICLE 1 RECOGNITION

Section 1.1

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

Section 1.2

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

Section 1.3

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

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ARTICLE 8 PENSION PLAN

Section 8.1

Effective May 1, 2012, the Employer shall continue to pay into the Central States Southeast and Southwest Areas Pension Fund, the rates listed in Section 8.1 (A) for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

In order to maintain the Pension Benefits Plan 17B for each employee who has been on the payroll for thirty (30) days or more, the Employer will contribute to the Central States Pension Fund May 1, 2012 a sum of \$193.10, May 1, 2013 a sum of \$200.80 per week for each employee covered by this Agreement.

Effective May 1, 2012 Employers shall have the option of making pension contributions on a weekly or hourly basis. Weekly rate May 1, 2012, \$193.10 per week, May 1, 2013, \$200.80 per week. Hourly rate May 1, 2012, \$6.00 per hour for all hours worked, May 1, 2013, \$6.20 per hour for all hours worked. The Employer will sign a Participation Agreement that indicates the hourly or weekly rates chosen. The parties also agree that they must remain at the selected method of reporting (weekly or hourly) for the entire term of the collective bargaining agreement.

Section 8.2

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

Section 8.3

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

Section 8.4

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

ARTICLE 9
SENIORITY

Section 9.1

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

Section 9.2

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

ARTICLE 10
RIGHTS OF UNION MEMBERS

Section 10.1

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

AGREEMENT

By and Between

**J R JENSEN CONSTRUCTION CO.
Superior, WI**

and

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

**May 1, 2014
through
April 30, 2017**

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MAY 12 2014

**CONTRACT
DEPARTMENT**

AGREEMENT BETWEEN

JR JENSEN CONSTRUCTION COMPANY
SUPERIOR, WISCONSIN

AND

TEAMSTERS GENERAL LOCAL UNION NO. 346
DULUTH, MINNESOTA

JR JENSEN CONSTRUCTION COMPANY, hereinafter referred to as the "Employer", and the Teamsters General Local Union No. 346, of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, representing Employees in those classifications covered by this Agreement, hereinafter referred to as the "Union" agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

TERMS AND RELATIONS: This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and employees agree to carry it out fairly.

ARTICLE 1.

RECOGNITION: A. The Employer agrees to and does hereby recognize the General Drivers Local Union No. 346 of the International Brotherhood of Teamsters, and those persons authorized to and acting in behalf of said Labor Union.

B. **REPRESENTATION:** The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of Union affiliation.

C. **UNION SECURITY:** All present employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union, in good standing, as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this subsection, whichever is the later.

Section 1. When the Employer needs additional men, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

D. CHECK-OFF: The Employer agrees to deduct from the pay of all Employees covered by this Agreement dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employees, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check-off procedures and timing shall be worked out locally. If there is no agreement, the matter shall be referred to the grievance procedure.

ARTICLE 2.

INDIVIDUAL AGREEMENT: The Employer agrees not to enter into any contract or agreement with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

B. JOB STEWARD: The Employer recognizes the right of the Union to designate a Job Steward or Job Committee to handle such Union business as may from time to time be delegated to the Job Steward or Job Committee by the Union.

ARTICLE 3.

DISCHARGE: The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward affected except that no warning notice need be given to an employee before he is discharged if the cause is dishonesty, drunkenness, drinking on the job, recklessness resulting in serious accident while on duty. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice, and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case then shall be taken up as provided for in arbitration procedure of this Agreement.

Rates in 2015 and 2016 will not exceed the above rates. In the event the Fund does not require the above rates, monies will be applied to check.

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

There shall be no deduction from equipment rental or owner/operators by virtue of the contributions made to the Health and Welfare Fund regardless of whether the equipment rental is at the minimum rate or more and regardless of the manner of computation of owner-driver compensation. Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee even though such employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the Employer, but not under the provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

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

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

ARTICLE 25.

PENSION: Effective May 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of two hundred seventy-four dollars (\$274.00 - Class 18) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of two hundred ninety dollars and forty cents (\$290.40 - Class 18) per week for each employee covered by this Agreement who has

been on the payroll thirty (30) days or more.

Effective May 1, 2016, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of three hundred two dollars (\$302.00 - Class 18) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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

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

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

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

ARTICLE 26.

CALL IN PAY: When an employee is called to work, he shall receive two (2) hours pay if not put to work. If he is called to work and is put to work, he shall be guaranteed a minimum of four (4) hours pay; these provisions, however, not to be effective when work is unable to proceed because: (1) railroad or common carriers fail to make deliveries as scheduled; (2) the Engineer refuses to permit work; and (3) Acts of God, including weather conditions, will not permit work.

ARTICLE 27.

WEEKLY HOURS AND OVERTIME: For the purpose of computing overtime a standard day shall mean eight (8) hours of work per day and a standard week shall mean forty (40) hours of work per week. Any hours worked in excess of a standard day or a standard week

AGREEMENT

between

JOHNSON CONTROLS, INC.

and

THE MICHIGAN BUILDING AND CONSTRUCTION
TRADES

Covering the Period

10/1/13 to 12/31/15

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DEPARTMENT**

AGREEMENT

This Agreement effective October 1, 2013, by and between Johnson Controls, Inc. (hereinafter referred to as Johnson Controls) and the Michigan Building and Construction Trades (hereinafter referred to as the "Council") on behalf of its affiliated Local Unions (hereinafter referred to as the "Union") for the purpose of Operations, Maintenance, Repair, and Renovation Work with respect to certain employees at the General Motors Proving Grounds in Milford, Michigan.

ARTICLE I. RECOGNITION

- A. Johnson Controls recognizes the Council as the sole and exclusive bargaining representative for all Facility Maintenance Technicians employed by Johnson Controls at the General Motors Proving Grounds in Milford, Michigan (all of whom are hereinafter referred to as "Employees"), but excluding all Supervisors and Administrative employees.

ARTICLE II. UNION SECURITY

- A. All employees covered by this Agreement and members of the Union now in the employ of Johnson Controls shall remain members in good standing in the Union during the term of this Agreement.
- B. All employees hired by Johnson Controls shall, as a condition of employment, become and remain members in good standing of the Union within thirty (30) days following the date of their employment.
- C. Any employee, who, at his time of employment is a member in good standing of any AFL-CIO Building Trades Union, shall be considered in compliance with the Union Security Article in this Agreement so long as he maintains good standing in the Union.
- D. Johnson Controls agrees to deduct from each member's earnings the Union dues for the current month and initiation fees, if any, upon receipt of a lawful check-off authorization of wages signed by the individual employee.
- E. Authorized deductions will be made from the first pay in the month. Each month a total of deductions shall be turned over to each member union of the Detroit Building and Construction Trades Council.



**CENTRAL STATES
SOUTHEAST AND
SOUTHWEST AREAS
HEALTH AND WELFARE AND PENSION FUNDS**

EMPLOYEE TRUSTEES
FRED GOGARE
JERRY YOUNGER
GEORGE J. WESTLEY
CHARLES A. WICKREY

EMPLOYER TRUSTEES
HOWARD MCDUGALL
ARTHUR R. FUNTE, JR.
DARY P. CALDWELL
RONALD COSTEFANO

EXECUTIVE DIRECTOR
THOMAS G. HYMAN

December 17, 2010

FRINGE BENEFIT CONTRIBUTION AGREEMENT

1. The most recent collective bargaining agreement between the Union and the Employer has either terminated or the collective bargaining agreement is continuing in effect under its terms or under an extension agreement. However, due to rate increases adopted by the Trustees of the Central States Southeast and Southwest Areas Pension Fund (the "Pension Fund") the contribution rate payable to the Pension Fund under the most recent collective bargaining agreement is no longer sufficient. As a result, the Employer reaffirms its duty to contribute to the Pension Fund and any existing Participation Agreement, except it agrees to contribute to the Pension Fund (the "Pension Fund") at the rates set forth below on behalf of all employees who are eligible for Pension Fund contributions under the most recent collective bargaining agreement:

CURRENT	Year 1	Year 2	Year 3	Year 4	Year 5
\$209.16	\$223.80 (8%)	\$243.90 (8%)	\$258.80 (6%)	\$268.80 (4%)	\$279.60 (4%)

"Year 1" rate begins on Contract Renewal Date of June 1, 2010.

2. In accordance with the Pension Fund Trust Agreement to which the Employer is bound, the Employer agrees to promptly provide the Fund's Contracts Department by certified mail with a complete copy of any new collective bargaining agreement or any other agreement between the Employer and the Union that in any way affects the Employer's obligation to remit contributions to the Fund. The Employer agrees that regardless of the stated effective date of any new collective bargaining agreement or any agreement that modifies the Employer's duty to contribute to the Pension Fund, the Agreement will not be effective with respect to the Fund until the day it is received by the Fund's Contracts Department with the exception of the required pension contribution rate increase which is effective on the above dates.

3. This Agreement shall remain in effect until a) the Employer provides the Fund's Contracts Department by certified mail with written notice that its duty to contribute under both contract and law (including 29 U.S.C. § 158) has terminated or b) the Union has lost its status as the representative of the bargaining unit through the certification of the result of an NLRB election or the Union has disclaimed interest in representing the bargaining unit or c) the Fund has accepted a new collective bargaining agreement between the Employer and the Union.

4. Any existing Participation Agreement between the Union and Employer shall continue in effect according to its terms and shall not be superseded by this Agreement, except with respect to the contribution rates specified above.

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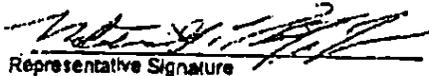
Local Union No. 247

4186180-0200-00247A
Johnson Controls, Inc.
3300 General Motors Rd.
Milford, MI 48380


Representative Signature

Linda J. Townsend
Print Name and Title
R.A.

2/22/12
Date


Representative Signature

ROBERT C. KAUFFMAN
Print Name and Title
CUSTOMER BUSINESS DIRECTOR

Date FEBRUARY 22, 2012

9377 West Higgins Road
Rosemont, Illinois 60018-4938
Phone: (847) 618-9800

www.centralstates.org

JOHNSTONE

RIGGING • ERECTING • DISMANTLING • STORAGE
13006 ECKEL JUNCTION ROAD
PERRYSBURG, OHIO 43551
PHONE (419) 872-2979 • FAX (419) 872-2987
OVERHEAD CRANE

ADDENDA TO THE MASTER AGREEMENT AND SUPPLEMENTAL
AGREEMENT
FOR THE PERIOD OF: APRIL, 2004 TO MARCH 31, 2008 IS AS FOLLOWS:

NO VACATION PAY; VACATION WILL BE ALLOWED, BUT AT NO PAY.

HOLIDAYS WILL BE RECOGNIZED, BUT AT NO PAY.

TIME OFF WILL BE ALLOWED FOR SICKNESS, BUT AT NO PAY,

NO PAY OR TIME OFF FOR BIRTHDAY.

NO PAY OR TIME OFF FOR PERSONAL DAY, AS STATED IN THE CONTRACT.

TIME OFF FOR PERSONAL REASONS WILL BE ALLOWED, BUT AT NO PAY.

OVERTIME WILL BE AS FOLLOWS: THE FIRST TWO (2) HOURS DURING THE
REGULAR WORKING WEEK. WILL BE AT TIME AND ONE HALF (1 1/2) PAY.
AFTER THAT, AT DOUBLE TIME (2X). THE FIRST EIGHT (8) HOURS ON
SATURDAY, WILL BE PAID AT THE RATE OF TIME AND ONE-HALF (1 1/2),
AND THEREAFTER AT DOUBLE TIME. SUNDAY AND HOLIDAYS AT DOUBLE
TIME (2X).

INDEXED

OVERTIME PAY WILL BE PAID ACCORDING TO THE NATIONAL
MAINTENANCE AGREEMENT, WHEN WORKING IN A FACILITY WHERE IT
PREVAILS. SEP 1 3 2004

IN RETURN FOR THESE CHANGES, WE WILL PAY AT THE PREVAILING
WAGE FOR AN IRONWORKER, AT THIS TIME. THE RATE IS: \$24.15 PER
HOUR. RAISES WILL BE IN EFFECT ACCORDING TO THE CURRENT
CONTRACT. A FOREMAN RATE WILL BE PAID FOR JOURNEYMEN
AFTER WORKING FOR THREE (3) YEARS. THE CURRENT RATE IS \$24.15
PLUS \$1.50, OR \$25.65 PER HOUR.

SCANNED

SEP 1 5 2004

JOHNSTONE MACHINERY MOVERS, INC


STEPHANIE K. JOHNSTONE
VICE-PRESIDENT/TREASURER

JULY 28, 2004

AGREEMENT

BETWEEN

**JORDAN'S MISHAWAKA TRANSFER, INC.
(Household Movers and Retail Division)**

AND

TEAMSTERS LOCAL UNION NO. 364



RECEIVED

MAY 31 2011

CONTRACT
DEPARTMENT

For the period covering 06-01-2011 through 05-31-2014

**ARTICLES OF AGREEMENT
JORDAN'S MISHAWAKA TRANSFER, INC.
HOUSEHOLD MOVERS AND RETAIL DIVISION
06-01-2011 through 05-31-2014**

THIS AGREEMENT, made and entered into this first day of June 2008, by and between JORDAN'S MISHAWAKA TRANSFER, INC., party of the first part, hereinafter called the "Company" and LOCAL UNION NO. 364, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter called the "Union".

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

WITNESSETH:

**ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF**

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

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

Section 3. The Employer agrees that as a condition of continued employment all present and future employees covered by the Agreement shall become and remain members in good standing in Local Union No. 364, affiliated with the International Brotherhood of Teamsters, no later than either the 61st day following the beginning of their employment or the 61st day following the effective date of this clause, whichever is the later.

Section 4. The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Section 5. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Forty-Five Dollars and Fifty Cents (\$245.50) for each employee. (Benefit Plan MB excluding Retiree Health Plan Benefits)

Effective June 1, 2011, any contribution amount over One Hundred Fifty Dollars will be deducted through employee payroll deduction. The Employer will ultimately be responsible for collecting and remitting the full contribution required to the Central States Health and Welfare Fund.

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Section 3. Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent in the payment of his contributions to the Health and Welfare Fund, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 14 **PENSION**

Section 1. Effective June 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Fifteen Dollars and Sixty Cents (\$115.60) per week for each employee covered by this Agreement who has been on the payroll sixty (60) days or more. Effective June 1, 2012, the Employer shall contribute to the Fund the sum of One Hundred Twenty-Four Dollars and Eighty Cents (\$124.80) per week. Effective June 1, 2013, the Employer shall contribute to the Fund the sum of One Hundred Thirty-Two Dollars and Thirty Cents (\$132.30) per week.

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

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

ARTICLE 15
MILITARY SERVICE

Any employee who is conscripted into the service of the United States shall return to his place in the seniority of his Employer provided that he reports to said Employer within ninety (90) days from date of discharge as evidenced by his discharge papers and provided further that he is physically fit and able to perform the duties of a regular employee.

ARTICLE 16
STEWARDS

Section 1. The Company recognizes the right of the Union to appoint or elect stewards at the Company's place of operation.

Section 2. The Company shall grant the Steward time off from his regular duties, within reasonable limits, for discussion and settlement of any grievances that may arise.

Section 3. The Union shall keep the Company advised at all times as to the identity of the shop steward.

Section 4. The Company agrees that the Union may post on the Company's bulletin board proper notices as to Union meetings, etc.

ARTICLE 17
DISCHARGE

Section 1. The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward affected, except that no warning notice need be given an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has

AGREEMENT

Between

Earle M. Jorgensen Company
1900 Mitchell Boulevard
Schaumburg, Illinois 60193
PHONE: (847) 301-6100



and

International Brotherhood of Teamsters

Union Local #247
2741 Trumbull Avenue
DETROIT, MI. 48216-1268
PHONE: (313) 961-0068



Covering Detroit Area Warehouse Employees & Truck Drivers

November 1, 2013 through October 31, 2018

RECEIVED

FEB 06 2014

**CONTRACT
DEPARTMENT**

This Agreement is made and entered into on the date set forth below, by and between EARLE M. JORGENSEN COMPANY, 1900 Mitchell Blvd., Schaumburg, IL. 60193, hereinafter referred to as the "Company", and LOCAL UNION #247, affiliated with the International Brotherhood of Teamsters, 2741 Trumbull Avenue, Detroit, Michigan 48216, hereinafter referred to as the "Union".

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

ARTICLE 1. UNION SHOP & CHECKOFF

- A. The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all drivers and warehouse employees, excluding all salesmen, guards, watchmen, office and clerical employees, office janitors, and supervisory employees employed by the Company at its facility located at College Industrial Park, Building "H", 28332 Hayes, Roseville, Michigan 48066.
- B. This Paragraph B. shall remain in the Agreement but shall not apply unless and until it becomes lawful under Michigan law. It will be a condition of employment that all employees covered by this Agreement who are members in good standing on the effective date of this Agreement will remain members in good standing, and those who are not members on said effective date will, after the thirtieth day following said effective date, become and remain members in good standing in the Union. It will also be a condition of employment that all employees covered by this Agreement will, after the thirtieth day following commencement of such employment, become and remain members in good standing in the Union.
- C. The Company will deduct Union dues and initiation fees which become due and payable from the wages of Union members from the first payroll of each month, and monies so deducted will be sent to the Union within five (5) days from the date of deduction; provided, however, that such deductions will be made from the wages only of those employees for whom the Company has received voluntary individual written authorizations authorizing such deductions to be made.
- D. The Union will not request the discharge of any employee without first giving the Company seven (7) days' notice, during which the Company may assist the delinquent employee to pay his dues.

- E. The Union will indemnify and hold the Company harmless against all claims, demands, and judgments which may arise out of, or by reason of, any actions taken or not taken by the Company at the written request of the Union, its officers or Business Representatives, in accordance with the provisions of this Article.

ARTICLE 2. MANAGEMENT RIGHTS

- A. The management of the Company's business and the direction of the workforce are vested exclusively in the Company, and shall not in any way be abridged except by specific restrictions set forth in this Agreement.
- B. Without in any manner limiting the foregoing, or the Company's right to exercise the regular and customary functions of management, the Company hereby expressly retains the sole control over all matters concerning the operation, management and administration of its business; the determination of the location and relocation of its plants; the determination of the products to be manufactured or the services to be rendered; the determination to subcontract work to any person, firm, or corporation for any service, process or manufacture; the direction, instruction, and control of employees, including, but not limited to, the determination of the qualification of employees to perform work, the determination of quality standards, the assignment of work or overtime; the right to select, hire, lay off, rehire, or transfer; to discipline, suspend, or discharge; the right to determine job content and to create or eliminate new job classifications, and the right to establish new rates of pay therefor; the right to install monitoring devices on trucks and/or other equipment; the right to determine the hours of work, including the starting and quitting times; the right to determine the processes, methods, and procedures to be employed; the right to make and enforce such reasonable rules and regulations relating to operations as it shall deem advisable; and the right to perform all other functions inherent in the administration, management, control and/or direction of business except as expressly limited by the terms of this agreement or any Supplemental Agreements hereafter agreed to.
- C. Supervisors and other non-bargaining unit employees may not perform bargaining unit work if it results in the displacement and lay off of a bargaining unit employee or denies a laid off employee the opportunity to work at least a forty (40) hour week.
- D. While the Company reserves the right, pursuant to Section "B" above, to establish rates of pay for new classifications, the Union shall have the right to file a grievance concerning such new rate or rates; provided, however, the only question that may be grieved and/or arbitrated is the relationship between the new rate and existing rates for existing classifications.

notice hereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

ARTICLE 15. PENSION & 401(K) PLAN

A. PENSION PLAN

The Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement who has completed thirty (30) calendar days of employment, a contribution per week per employee as follows:

- November 1, 2013 through April 27, 2014 \$183.70
- April 28, 2014 through April 27, 2015 \$194.70
- April 28, 2015 through April 27, 2016 \$206.40
- April 28, 2016 through April 27, 2017 \$214.70
- April 28, 2017 through April 27, 2018 \$223.30
- April 28, 2018 through October 31, 2018 \$232.20

If less money is required to maintain the benefits under the pension program, then the amount between the cost and the negotiated benefit will be added to the base rate. If more money is required to maintain the benefits under the pension program, then the amount between the cost and the negotiated benefit will be subtracted from the base rate.

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

Contributions to the Pension Fund must be made for each regular employee who works at all during the week or is on paid vacation during the week.

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

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

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

By the execution of this Agreement, the Company authorizes the Employer Associations who are signatories to similar Collective Bargaining Agreements signed with Teamster Unions to

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

B. 401(K)

The Company agrees to permit employees covered by this Agreement to make voluntary contributions, as permitted by law, to the Employee Capital Accumulation Plan (ECAP). However, the Company is under no obligation at any time or under any circumstance to make any contributions to such plan on behalf of any employee.

ARTICLE 16. CREDIT UNION

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

It is understood that the Company will have no responsibility for the costs, implementation, maintenance and coordination of said Credit Union, except for deductions from employee's payroll checks.

ARTICLE 17. VERBAL AGREEMENTS

The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, or with another labor organization, which in any way conflicts with the terms and conditions of this Agreement, unless it is through duly authorized representatives of the Union.

ARTICLE 18. DISCIPLINE & DISCHARGE

The Company shall not discipline or discharge any employee who has completed his/her probationary period without just cause. The Company agrees to use progressive discipline where the circumstances would reasonably warrant progressive discipline. Progressive discipline shall "generally" but not exclusively be defined as being verbal and/or written warnings prior to suspensions and/or discharge. Disciplinary action shall be taken as promptly as possible following the incident which gives rise to the action depending upon the circumstances. Verbal and/or written notices which are more than twelve (12) months old shall not be used as a basis for progressive discipline.

COPY

COLLECTIVE BARGAINING AGREEMENT

by and between

TEAMSTERS LOCAL UNION NO. 731

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

TEAMSTERS JOINT COUNCIL NO. 25



and

Earle M. Jorgensen Company
1900 Mitchell Boulevard
Schaumburg, Illinois 60193
PHONE: (847) 301-6100



RECEIVED

FEB 27 2013

CONTRACT
DEPARTMENT

Covering Truck Drivers

effective

December 1, 2012 through November 30, 2017

This agreement is made and entered into on the date set forth below, by and between "EARLE M. JORGENSEN COMPANY", 1900 Mitchell Boulevard, Schaumburg, Illinois 60193, hereinafter referred to as the "Company", and the MACHINERY, SCRAP IRON, METAL & STEEL CHAUFFEURS, WAREHOUSEMEN, HANDLERS, HELPERS AND ALLOY FABRICATORS UNION, LOCAL #731, hereinafter referred to as the "Union".

ARTICLE 1. UNION SHOP & CHECKOFF

- A. The company recognizes the Union as the sole and exclusive bargaining agent for all truck drivers employed by the Company at or by its Illinois facility.
- B. It will be a condition of employment that all drivers covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement will remain in good standing, and those who are not members on said effective date will, after the thirtieth day following said effective date, become and remain members in good standing in the Union. It will also be a condition of employment that all drivers covered by this Agreement will, after the thirtieth day following commencement of such employment, become and remain members in good standing in the Union.
- C. The Company will deduct Union dues and initiation fees which become due and payable from the wages of Union members from the first payroll of each month, and monies so deducted will be sent to the Union within five (5) days from the date of deduction; provided, however, that such deductions will be made from the wages only of those drivers from whom the Company has received voluntary individual written authorizations authorizing such deductions to be made.
- D. The Union will not request the discharge of any driver without first giving the Company seven (7) days notice, during which the Company may assist the delinquent driver to pay his dues.
- E. The Union will indemnify and hold the Company harmless against all claims, demands and judgments which may arise out of, or by reason of, any actions taken or not taken by the Company at the written request of the Union, its officers or Business Representatives, in accordance with the provisions of this Article.

ARTICLE 16. PENSION & 401(K) PLAN

During the term of this Agreement, The Company agrees to remain a participant in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund"), and to be bound by the applicable Trust Documents and the Rules and Regulations of the Pension Fund.

During the term of this Agreement, the Company agrees further to contribute the following amounts per week to the Pension on behalf of each regular employee covered by the Pension Fund:

◆	December 1, 2012 through April 26, 2013	\$182.20 per week
◆	April 27, 2013 through April 26, 2014	\$193.10 per week
◆	April 27, 2014 through April 26, 2015	\$204.70 per week
◆	April 27, 2015 through April 26, 2016	\$217.00 per week
◆	April 27, 2016 through April 26, 2017	\$225.70 per week
◆	April 27, 2017 through end of agreement	\$234.70 per week

The parties also agree that if the Company is required to pay more than the above weekly amounts, for any reasons – whether due to the applicable Pension Fund Trust Documents or Rules and Regulations, applicable law, or any other reason, the Company may adjust the wage rates downward in order to offset such additional amounts.

The Company agrees to allow drivers covered by this Agreement to make voluntary contributions, as permitted by law, to the 401(k) plan. However, the Company is under no obligation at any time or under any circumstances to make any contributions on behalf of any employee.

ARTICLE 17. CREDIT UNION

Effective June 1, 1988, the Company agrees to the Union implementing a Credit Union for all drivers covered under this Agreement. It is understood that the Company will have no responsibility for the costs, implementation, maintenance and coordination of said Credit Union, except for deductions from driver's payroll checks.

ARTICLE 18. VERBAL AGREEMENTS

No driver will be compelled to enter into any verbal or written agreement in conflict with the terms and conditions of this Agreement.

opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete agreement between the parties for the term of this Agreement. The right to present any demands or proposals for change on any matters, whether or not discussed during the negotiations which led to this Agreement, are hereby waived by the Company and the Union for the term of this Agreement. However, nothing in this Article precludes the parties from making changes in this Agreement by mutual consent in writing signed by a Business Representative of the Union and the Company's District Manager.

THIS AGREEMENT is hereby adopted in its entirety and will go into effect this 1st day of December, 2012, and will remain in full force and effect until the last day of November, 2017. It will automatically renew itself for yearly periods thereafter, unless the Company or the Union notifies the other party in writing of its desire to revise or terminate this Agreement at least sixty (60) days prior to the last day of November 2017, or sixty (60) days prior to the last day of November of any year thereafter.

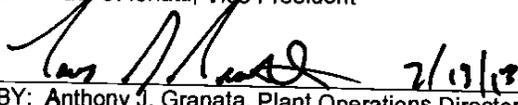
AGREED:

FOR THE EMPLOYER:

EARLE M. JORGENSEN COMPANY

 2/13/13

BY: Paul S. Ioriatti, Vice President

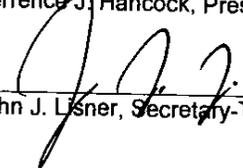
 2/13/13

BY: Anthony J. Granata, Plant Operations Director

FOR THE UNION:

EXCAVATING, GRADING, ASPHALT, PRIVATE SCAVENGERS AND RECYCLERS, AUTOMOBILE SALESROOM GARAGE ATTENDANTS, LINEN AND LAUNDRY AND MACHINERY, SCRAP IRON, STEEL AND METAL TRADE CHAUFFEURS, HANDLERS, HELPERS AND ALLOY FABRICATORS LOCAL UNION NO. 731, affiliated with the International Brotherhood of Teamsters.


BY: Terrence J. Hancock, President


BY: John J. Lisner, Secretary-Treasurer

RECEIVED

FEB 27 2013

CONTRACT
DEPARTMENT

RECEIVED

FEB 21 2013

TEAMSTERS LOCAL 731

JOURNAGAN QUARRY
AND
TEAMSTERS LOCAL UNION NO. 245

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RECEIVED

OCT 02 2013

CONTRACT
DEPARTMENT

2013-2016

AGREEMENT

between

JOURNAGAN QUARRY

and

TEAMSTERS LOCAL UNION NO. 245

THIS AGREEMENT, made as of July 12, 2013, by and between **LEO JOURNAGAN CONSTRUCTION COMPANY, INC.**, a corporation in Christian County, Missouri, Sections 33 and 34, Township 28 North and 21 Range West, hereinafter referred to as the "Company," and **LOCAL UNION NO. 245, GENERAL DRIVERS, SALES DRIVERS, WAREHOUSEMEN AND HELPERS UNION**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as the "Union."

WITNESSETH:-

ARTICLE I - PURPOSE

The purpose of this Agreement is to regulate the mutual relations of the Company and the Union in its quarry operations, with a view of securing harmonious cooperation between the Company and its quarry employees, avoiding disputes, strikes, and lockouts and avoiding delays and expense so as to secure as much continuous employment for the employees as possible in order that stable conditions may prevail in the Company's business, and in order that costs may be held as low as possible consistent with fair wages and fair conditions of employment.

ARTICLE II - DECLARATION OF PRINCIPLES

Section 1. The parties to this Agreement believe that a uniform agreement arrived at by means of collective bargaining will further the interests of the Company's business, and they agree to use their best effort to bring about such action and further believe that such a uniform agreement should contain the following principles:

1.

(a). That there shall be no limitation as to the amount of work a man shall perform during his working day.

(b). That there shall be no restrictions on the use of machinery, tools, or appliances,

(c). That there shall be no restrictions on the use of any raw or manufactured materials except prison made.

(d). That no person shall have the right to interfere with workmen during working hours, except as provided in Article VII, Section 7. of this Agreement.

(e). That the foreman shall be the agent of the Company.

(f). That the Company is at liberty to employ and discharge for just cause whomsoever it sees fit, subject to the provisions of Article VI, Discharge and Discipline, and Article XIII, Hiring Hall, of this Agreement.

(g). That, in order to give the public the lowest possible construction cost, consistent with fair wages and fair conditions of employment for workers, jobs shall not be created to afford employment.

(h). That by signing this Agreement, the Company does not determine which craft shall have jurisdiction over the work.

(i). That the employees covered by this Agreement shall give a fair day's work for the wages, hours, and working conditions herein provided, and the Union shall endeavor to see that its members give such work to the Company.

ARTICLE III - RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Company recognizes the Union as the sole collective bargaining agent for such of its employees as perform the work set forth in the wage classifications provided in Article XI of this Agreement.

Section 2. This Agreement specifically excludes plant executives, supervisors, foremen, office workers, guards, watchmen, engineers, and laborers.

Section 3. This Agreement covers the entire understanding of the parties hereto, and it is agreed that the parties hereto shall not at any time make any verbal agreement that in any way conflicts with or modifies the Articles of this Agreement.

early decision. The arbitrator shall have the right to construe the Agreement but not to change same. The decision of the arbitrator shall be final and binding upon both parties. The expense of the arbitrator shall be borne one-half (1/2) by the Company and one-half (1/2) by the Union.

(c). The time limits established in the grievance and arbitration procedure may be extended by mutual agreement.

ARTICLE XI - WAGES

Wage Rates. Employees covered by this Agreement shall be paid at the following rates for the hours of work per day and per week as set forth in other provisions of this Agreement:

Classification	7/12/13	7/12/14	7/12/15
	thru 7/11/14	thru 7/11/15	thru 7/11/16
Driver	\$ 18.62	\$ 19.07	\$ 19.52

N.R. QAL

ARTICLE XII - PENSION

Section 1. Effective July 12, 1995, and continuing thereafter during this Agreement, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum designated in (f) each week for each employee covered by the Agreement subject, however to the following conditions:

- (a). No contribution shall be required for the first thirty (30) days of employment,
- (b). In any work week where an employee does not perform at least sixteen (16) hours of work, no contribution shall be required except those weeks when an employee is off work on paid vacation.
- (c). After the first thirty (30) days of employment, contributions to the Pension Fund must be made for each week on each regular or extra employee, subject to the provisions of subparagraph (b) above. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this subparagraph.
- (d). Actions for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all litigation costs, including a reasonable attorney fee.

UNIFORM BUILDING CONSTRUCTION AGREEMENT

BETWEEN

JUNGCLAUS-CAMPBELL CO., INC.

AND

**COAL, ICE, BUILDING MATERIALS, SUPPLY DRIVERS,
RIGGERS, HEAVY HAULERS, WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 716, an affiliate of the International Brotherhood
of Teamsters**

JUNE 1, 2011 THROUGH MAY 31, 2014

RECEIVED

AUG 12 2013

**CONTRACT
DEPARTMENT**

UNIFORM BUILDING CONSTRUCTION AGREEMENT

This Agreement is by and between Junglaus-Campbell Co., Inc. located at 825 Massachusetts Avenue, Indianapolis, IN 46204, acting as negotiating agent for and on behalf of certain firms, a list of which is attached, hereinafter referred to as the "Employer" and Coal, Ice, Building Materials, Supply Drivers, Riggers, Heavy Haulers, Warehousemen and Helpers, Local Union No. 716, an affiliate of the International Brotherhood of Teamsters, 849 S. Meridian Street, Indianapolis, IN 46225, hereinafter referred to as the "Union".

ARTICLE I

BARGAINING UNIT

The Employer agrees to recognize and does hereby recognize the Union, its representatives, agents or successors as exclusive representatives and bargaining agency for all of the truck drivers, truck mechanics, truck helpers, warehousemen and automotive maintenance employees covered by this Agreement.

It is understood and agreed that supervision is the Employer's responsibility.

ARTICLE II

UNION SECURITY

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the seventh (7th) day following the beginning of their employment or the execution of this Agreement, whichever is the later; that effective from and after the seventy (7th) day following the execution in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the seventy (7th) day following the execution of this Agreement. The failure of any person to become a members of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. In the event an Employer has received written notice as above outlined and such

Employer fails to discharge such an employee for failure to become a member or remain a member, all as above provided, said Employer shall be considered in direct violation of this Agreement; provided, however, that prior to resorting to strike or picketing, the Union shall give the Association at least seventy-two (72) hours' notice, excluding Saturdays and Sundays, prior to the strike or picketing to give the Association an opportunity to discuss the matter with the Employer.

Section 2. The Employer agrees to deduct each month from the paychecks of all employees who are covered by this Agreement all periodic dues and initiation fees owing to the Union by the employees; provided, however, that an employee shall have signed and submitted a written authorization for such action on the part of the Employer. Such written authorization shall conform to and be in accordance with all applicable federal and state laws.

All monies deducted by the Employer shall be forwarded to the Secretary-Treasurer of the Union by the fifteenth (15th) day of each month.

Section 3. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters, on a monthly basis, in one (1) check the total amount deducted, along with the name of each employee whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck.

ARTICLE III

TERRITORIAL JURISDICTION

This Agreement shall be in effect in the following counties in the State of Indiana: Boone, Hamilton, Hancock, Hendricks, Johnson, Marion, Morgan and Shelby.

ARTICLE IV

CRAFT JURISDICTION

This Agreement shall cover all types of building construction, including permanent or temporary building structures, including modifications, additions or repairs thereto, intended for the use of shelter, protection, comfort or convenience; and demolition and foundation for building construction and the excavation of basements; the hauling and distribution of all construction materials to, from and on the job site by the Employer and all owner-operators who contract with, lease or rent to the Employer for the hauling of such materials.

employee's final check. Such sums so withheld to be remitted to the Indiana Teamsters Health Benefits Fund.

Section 6. Notwithstanding anything herein contained, it is agreed that in the event any Employer is knowingly delinquent at the end of a period in the payment of his contributions to the Health Benefits Fund or funds created under this Agreement, in accordance with the rules and regulations of the trustees of such funds and refuses to remit when notified, the employees or their representatives shall have the right to take such actions as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE XXV

PENSION

Section 1. Effective June 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Sixty-Eight Dollars and Seventy Cents (\$168.70) per week for each employee covered by this Agreement. Effective June 1, 2012, the Employer shall contribute One Hundred Eighty-Two Dollars and Twenty Cents (\$182.20) per week for each employee covered by this Agreement and Effective June 1, 2013, the Employer shall contribute One hundred Ninety-Three Dollars and Ten Cents (\$193.10) per week

Section 2. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Association, which is a party hereto, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

Section 4. If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time the employee would have normally worked had he not be injured. However, such contributions shall not be paid for period of more than four (4) weeks. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the contributions into the Pension Fund during the period of absence.

Section 5. Contributions to the Pension Fund must be made for each week, on each regular employee, even though such employees may work only part-time under the provisions of this Agreement. Contributions shall be made for any regular employee on layoff who is worked one (1) day in any week for any reason.

If any employee on the seniority list is worked a day in any workweek, either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that workweek.

Section 6. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Pension Fund created under this Agreement, in accordance with the rules and regulations of the trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in pension payments, the Local Union or Area Conference shall have the right to take such actions as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE XXVI

WORKING RULES

Section 1. Both parties agree that any working rules now in existence in conflict with the terms of this Agreement shall not be operative, and each party agrees that it will not adopt any working rules for the control of its members that will conflict with the terms or applications of the Agreement.

Section 2. It is further agreed between the parties hereto that this Agreement applies only to the operation of trucks owned or operated by the Employer.

Section 3. Jurisdictional claims, as set forth in working rules of the Union, are to be generally accepted practices, but nothing therein contained shall be construed as an obligation of the Employer or to defend the Union in the enforcement of such jurisdictional claims in any dispute which may be pending or which may arise in the future between the Union and any other labor organization.

ARTICLE XXVII

EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided however, the Employer shall pay for all such examinations. The employer shall not pay for any time spent in the case of applicants for jobs, but shall be responsible to other employees for all time spent at the place of examination or examinations. Examinations are to be taken at the employee's home terminal at the Employer's discretion.

AGREEMENT

BETWEEN

TRUCK DRIVERS, CHAUFFEURS AND HELPERS,
PUBLIC EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES -
GREATER CINCINNATI/NORTHERN KENTUCKY AIRPORT
AND MISCELLANEOUS JURISDICTION,
GREATER CINCINNATI, OHIO LOCAL UNION NO. 100

AND

KS ENERGY SERVICES, LLC

6/29
~~05/31/12~~ - 05/07/16

RECEIVED

JUL 12 2012

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement is made and entered into by and between the Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, hereinafter referred to as the Union, and KS ENERGY SERVICES, LLC, located at 4270 Roundbottom Road, Cincinnati, Ohio 45244, hereinafter referred to as the Company.

ARTICLE 1 UNION RECOGNITION

1. Whereas, the parties have determined that the Union has been selected as the collective bargaining representative by a majority of the Company's employees employed at the garage facility located at 4270 Roundbottom Road, Cincinnati, Ohio 45244, and:
2. Whereas, the Company agrees to recognize the Union as the exclusive bargaining representative for all garage facility employees covered by classifications contained in Article 31 (Wage Rates, Hours of Work and Overtime) of this Agreement and employed by the Company at the garage facility located at 4270 Roundbottom Road, Cincinnati, Ohio 45244 with respect to wages, hours and all other terms and conditions of employment. Excluded from the bargaining unit are superintendents, foremen, clerks and office personnel;
3. It is agreed and understood that the foregoing represents the extent of the scope of recognition and that this Agreement is intended to cover only those employees working within classifications contained in Article 31 (Wage Rates, Hours of Work and Overtime) of this Agreement and employed by the Company at the garage facility located at 4270 Roundbottom Road, Cincinnati, Ohio 45244. It is the intention of the parties that inclusion within the bargaining unit shall be determined by the duties normally and regularly performed by employees in such classifications and shall not depend upon a mere title.

ARTICLE 2 MANAGEMENT RIGHTS

1. The Company reserves and retains the right to direct, manage and control the business and the work force, except to the extent that this Agreement provides to the contrary. The Union recognizes that the Company retains rights including, but not limited to, the following:
 - A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services;
 - B. The right to plan, direct and control the operations;
 - C. The right to select and purchase the types and numbers of materials, machines, tools and equipment to be used;
 - D. The right to determine the specifications and nature of all materials and services;
 - E. The right to determine whether and to what extent the work required in the business of the Company shall be performed by employees covered by this Agreement;
 - F. The right to determine the location, number and type of facilities and installations;
 - G. The right to cease operations wholly or partially;
 - H. The right to transfer work elsewhere;

Health and Welfare Fund during the period of absence. If the employee fails to prepay such monies, the Company is not obligated to continue health and welfare benefits.

4. Contributions to the Health and Welfare Fund must be made for each week on behalf of each regular employee even though the employee may work only part time under the provisions of this Agreement.
5. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.
6. Action for delinquent health and welfare contributions may be initiated by the Union or the trustees of the Health and Welfare Fund. The delinquent Company must also pay all attorney fees and costs of collections.

ARTICLE 13 PENSION FUND

1. The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund, a jointly administered employer-union fund, the amounts listed below for each regular employee covered by this Agreement who has successfully completed their probationary period as outlined in Article 10 (Probationary Period). The effective dates are as follows:

◆ The later of 05/06/12 or Monday following signing of Agreement	\$132.80 per week per employee
◆ 05/05/13	\$138.10 per week per employee
◆ 05/04/14	\$143.60 per week per employee
◆ 05/03/15	\$149.30 per week per employee

If, during the term of this Agreement, the contributions to the Pension Fund increase to or decrease from the above specified levels, such changes will be deducted from or added to the wage rates as applicable.

2. By the execution of this Agreement, the Company authorizes the employer trustees of Central States Southeast and Southwest Areas Pension Fund to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.
3. If an employee is granted a leave of absence, the Company, prior to the leave of absence being effective, shall collect from said employees sufficient monies to pay the required contributions into the Pension Fund during the period of absence. If the employee fails to prepay such monies, the Company is not obligated to continue pension benefits.
4. Contributions to the Pension Fund must be made for each week on behalf of each regular employee even though the employee may work only part time under the provisions of the Agreement.
5. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.
6. Action for delinquent pension contributions may be initiated by the Union or the trustees of the Pension Fund. The delinquent Company must also pay all attorney fees and costs of collections.



MONITORS

COLLECTIVE BARGAINING AGREEMENT

K&T SWITCHING SERVICE, INC.
at the
AVON LAKE FORD ASSEMBLY PLANT
and
TEAMSTERS LOCAL UNION No. 20
Affiliated with the International Brotherhood of Teamsters

RECEIVED

JUN 11 2015

COVERING THE PERIOD:

**CONTRACT
DEPARTMENT**

May 1, 2012 through April 30, 2017

THIS AGREEMENT, is made and entered into as of the date of ratification date of this Agreement, by and between K&T SWITCHING SERVICES, INC., ("K&T" or "Employer"), and TEAMSTERS LOCAL UNION No. 20, ("Local Union"), affiliated with the International Brotherhood of Teamsters ("Union" or "IBT"). In consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

ARTICLE 1

Recognition and Check-off

Section 1.01: The Employer recognizes and acknowledges that the Local Union is affiliated with the IBT, and is the sole and exclusive representative for one bargaining unit, limited to all full-time and regular part-time clerical/computer personnel employed by K&T at the Ford Motor Company, Avon Lake Assembly Plant, located at 650 Miller Road, Avon Lake, Ohio (hereinafter referred to as "the Plant"), but excluding all switching drivers, and all professional employees, guards and supervisors as defined in the Labor Management Relations Act of 1947, as amended, and all other employees of K&T. This Agreement does not pertain to or cover any other employees of K&T, who are not assigned to work at said Plant, or to any other employees of K&T or its affiliates.

Section 1.02: The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered by this Agreement, unless it be through duly authorized representatives of the Union.

Section 1.03: All present employees who are covered under this Agreement and are members of the Union on the effective date of execution of this Agreement shall remain members of the Union in good standing as a condition of continued employment. All present employees who are covered under this Agreement and who are not members of the Union, and all employees who are covered by this Agreement and who are hired hereafter, shall become and remain members in good standing of the Union as a condition of continued employment on and after the thirty-first (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is later.

Section 1.04: A new employee shall work under the provisions of this Agreement, but shall be employed on a ninety (90) day trial basis, during which period he/she may be released without further recourse, and such release shall not be subject to the grievance procedure contained in Article 10 of this Agreement. However, the Employer may not discharge or discipline for the purpose of evading this Agreement, or discriminate against Union

insurance for employees absent from work who are receiving Workers' Compensation benefits for up to a maximum of six (6) months. All other continuations of insurance will be defined pursuant to existing COBRA laws.

In the event an Employees who have purchased benefits for their family members is laid off or absent from work on an authorized leave of absence, the employee will be liable to submit weekly payments to the Corporate Office to cover the employee's portion of the benefits cost for all dependents. Failure to submit payment or a back log of greater than 2 weeks of payment will result in the termination of coverage. Back logged payments will be withdrawn from the employees pay checks until full restitution is restored. It is not the responsibility of the Company to seek payment or to notify the employee of the termination of benefits as a result of non-payment. Reinstatement of benefits will only be available during the open enrollment period.

ARTICLE 8

Pension

Section 8.01: The Company agrees to contribute the following schedule of contributions into an I.R.A. type retirement plan for each employee who has completed five (5) years of employment with the Company. Employer will contribute \$76.92 per week, in which any days were worked, in every quarter. All vacation time actually taken will count as a week worked for the quarter. The contributions will be deposited in each employee's individual account at a financial institution mutually agreeable to the Company and the Union. Contributions are to be made quarterly, by the last day of the following month and shall be fully vested to the employees at the time contributions are required.

<u>Effective Date:</u>	<u>Amount:</u>
End of QTR 2 2012	\$1000.00
End of QTR 2 2013	\$1000.00
End of QTR 2 2014	\$1000.00
End of QTR 2 2015	\$1000.00
End of QTR 2 2016	\$1000.00

Section 8.02: For those employees who have not completed five (5) years of employment with the Company, the Company agrees to contribute the following schedule of contributions into an I.R.A. type retirement plan after the completion of a year.

After Year 1	80% of existing pension amount
After Year 2	85% of existing pension amount

After Year 3	90% of existing pension amount
After Year 4	95% of existing pension amount
After Year 5	100% of existing pension amount

ARTICLE 9

Leaves: Funeral, Personal, Jury Duty

Section 9.01 - Funeral Leave: In the case of the death of an employee's parent, current parent-in-law, grandparent, spouse, child, current step-children, grandchild, brother, sister, current step-parent, brother-in-law, or sister-in-law, an employee may take three (3) consecutive days funeral leave, if such days are regularly scheduled work days of which three (3) are compensable workdays. The Employer, at his discretion, may require an employee to submit proof that such funeral leave is required, and may grant additional unpaid leave under compelling circumstances.

Section 9.02 - Personal and Illness Leaves:

- A. After ninety (90) days of service, employees may be granted a personal leave of absence, at the Employer's sole discretion, without pay, not exceeding sixty (60) days, without loss of seniority. The Employer's decision regarding an employee's request for a personal leave is not subject to the Grievance Procedure of Article 10, herein.

- B. After ninety (90) days of service, employees may be granted a medical leave of absence, without pay, not exceeding one and one-half (1 1/2) years (18 months), for certified illness or disability, without loss of seniority. However, during such leave, it is the employee's responsibility to contact the Employer at least every six (6) months to report the status of his/her situation, and provide medical certification that a continuing leave is necessary.

The Employer reserves the right to have the employee's situation evaluated by a physician designated by the Employer, at the Employer's expense to determine the necessity of a continuing leave of absence and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third (3rd) doctor within seven (7) days, whose opinion shall be final and binding on the Company, on the Union, and the employee. Neither the Company, nor the Union, nor the employee will attempt to circumvent the decision. The expense of the third (3rd) doctor shall be equally divided between the Employer and the Union. If an employee on such leave fails



Switching Service, Inc.

DRIVER AGREEMENT

Between

K&T SWITCHING SERVICE INC.

At the

LOUISVILLE ASSEMBLY PLANT

LOUISVILLE, KENTUCKY

And

TEAMSTERS LOCAL UNION NO. 89

GENERAL DRIVERS, WAREHOUSEMEN & HELPERS

LOUISVILLE, KENTUCKY

RECEIVED
MAR 08 2013
CONTRACT
DEPARTMENT

APRIL 1, 2011 - MARCH 31, 2016

AGREEMENT

This Agreement dated April 1, 2011, by and between K&T Switching Service Inc. at the Louisville Assembly Plant or its successors (hereinafter referred to as the "Company"), and the General Drivers, Warehousemen & Helpers, I.B.T., Local Union No. 89 of Louisville, Kentucky, affiliated with the International Brotherhood of Teamster, Chauffeurs, Warehousemen and Helpers of America, or its successors (hereinafter referred to as the "Union").

ARTICLE 1.

A - RECOGNITION

The exclusive bargaining representative of its employees, excluding guard, mechanics, janitor, office and supervisors as defined by the National Labor Relations Act as amended.

B - SCOPE

The execution of this Agreement on the part of the Employer shall cover all operations of Employer which are covered by this Agreement and shall have application to the work performed within the classifications defined and set forth in this Agreement.

The execution of this Agreement on the part of the Employer shall cover all drivers, helpers, and employees performing dock work duties, as may be presently or hereafter represented by the Union, engaged in pickup, delivery, assembling, distribution and handling of freight, within the jurisdictional confines of the Local Union.

ARTICLE 2. UNION AND EMPLOYER COOPERATION

The Union, its members and the Employer agree at all times to further their mutual interest and interests of the Trucking Industry and Teamsters Local Union 89.

The Union and the Employer recognize the principle of a fair day's work for a fair day's pay. The Employer may establish reasonable work standards which shall take into account all factors relating to the work assignment, subject to agreement with the Local Union.

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CONTRACT
DEPARTMENT

ARTICLE 36. HEALTH AND WELFARE - PLAN C-6

Effective April 3, 2011, the employer shall contribute two hundred eighty-one dollars and seventy cents (\$281.70) to the Central States, Southeast and Southwest Areas Health and Welfare Fund.

Effective April 1, 2012, the employer shall contribute three hundred nine dollars and ninety cents (\$309.90) to the Central States, Southeast and Southwest Areas Health and Welfare Fund.

Effective March 31, 2013, the employer shall contribute three hundred forty dollars and ninety cents (\$340.90) to the Central States, Southeast and Southwest Areas Health and Welfare fund.

If an employee is absent because of illness and notifies the company of such absence, the Company shall continue to make the required contributions for the remainder of the month.

If an employee is absent because of an off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required health and welfare contributions for a period not to exceed four (4) weeks from date of such injury.

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

No contributions will be required for new hires prior to working thirty (30) days or to others used to replace absentee employees.

ARTICLE 37. PENSION - PLAN 18

Effective April 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred twenty-five dollars and eighty cents (\$225.80) per week per employee.

Effective April 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred forty-three dollars and ninety cents (\$243.90) per week per employee.

Effective April 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of two hundred fifty-eight dollars and fifty cents (\$258.50) per week per employee.

Effective April 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of two hundred seventy-four dollars (\$274) per week per employee.

Effective April 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of two hundred ninety dollars and forty cents (\$290.40) per week per employee.

Contributions to the Pension Fund must be made each week on each regular employee even though such employee may work only part time under the provisions of this contract. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

No contributions will be required for new hires prior to working thirty (30) days.

ARTICLE 38. FUNERAL LEAVE

In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, step-son or step-daughter) a regular employee shall be entitled to a maximum of three (3) days off to attend the funeral. In the event of a death in the family of (step-mother, step-father, step-brother, or step-sister), a regular employee shall be entitled to a maximum of one day off to attend the funeral. The day of the funeral would be considered the last day of Funeral Leave, to be verified by newspaper clipping. The compensable day or days must fall within the employee's regularly scheduled work week.

ARTICLE 39. JURY DUTY

Effective April 1, 1990, all regular employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of ten (10) days pay for each contract year.

When such employees report for jury duty on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purpose of Employer contributions to health and welfare and pension plans, vacation eligibility and payment, holidays, and seniority, in accordance with the applicable provisions of each Supplemental Agreements to a maximum of ten (10) days for each contract year.

ARTICLE 40. DURATION

Section 1.

This Agreement shall be in full force and effect from April 1, 2011, to and including March 31, 2016 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desires to negotiate changes or revisions in the Agreement, either party may serve upon the other notice at least sixty (60) days prior to March 31, 2016 or March 31 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Section 3.

Revisions agreed upon or ordered shall be effective as of April 1, 2011 or April 1 of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon.

Section 4.

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

WITNESS:

IN WITNESS WHEREOF, the parties hereto have set their names and seals this 30th day of September, 2011 to be effective as of April 1, 2011, except as to those areas where it has been otherwise agreed between the parties.

**K&T SWITCHING SERVICE INC.
LOUISVILLE ASSEMBLY PLANT**

Clayton D. Robinson
Name

President
Title

**GENERAL, DRIVERS WAREHOUSEMEN
AND HELPERS, LOCAL #89**

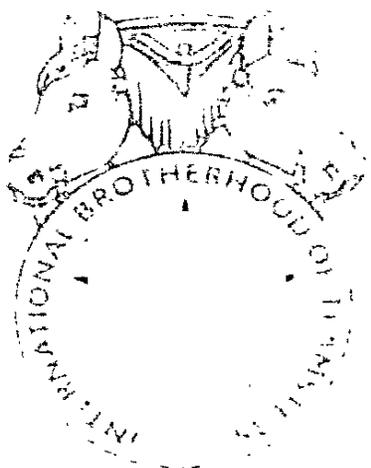
Kevin Colwell
Name

Asst to the President
Title

RECEIVED

MAR 08 2013

**CONTRACT
DEPARTMENT**



Switching Service, Inc.

DRIVER AGREEMENT

Between

K&T SWITCHING SERVICE INC.

At the

**KENTUCKY TRUCK PLANT
LOUISVILLE, KENTUCKY**

And

**TEAMSTERS LOCAL UNION NO. 89
GENERAL DRIVERS, WAREHOUSEMEN & HELPERS
LOUISVILLE, KENTUCKY**

RECEIVED

JUN 21 2011

**CONTRACT
DEPARTMENT**

APRIL 1, 2011 - MARCH 31, 2016

AGREEMENT

This Agreement dated April 1, 2011, by and between K&T Switching Service Inc. at the Kentucky Truck Plant or its successors (hereinafter referred to as the "Company"), and the General Drivers, Warehousemen & Helpers, I.B.T., Local Union No. 89 of Louisville, Kentucky, affiliated with the International Brotherhood of Teamster, Chauffeurs, Warehousemen and Helpers of America, or its successors (hereinafter referred to as the "Union").

ARTICLE 1.

A - RECOGNITION

The exclusive bargaining representative of its employees, excluding guard, mechanics, janitor, office and supervisors as defined by the National Labor Relations Act as amended.

B - SCOPE

The execution of this Agreement on the part of the Employer shall cover all operations of Employer which are covered by this Agreement and shall have application to the work performed within the classifications defined and set forth in this Agreement.

The execution of this Agreement on the part of the Employer shall cover all drivers, helpers, and employees performing dock work duties, as may be presently or hereafter represented by the Union, engaged in pickup, delivery, assembling, distribution and handling of freight, within the jurisdictional confines of the Local Union.

ARTICLE 2. UNION AND EMPLOYER COOPERATION

The Union, its members and the Employer agree at all times to further their mutual interest and interests of the Trucking Industry and Teamsters Local Union 89.

The Union and the Employer recognize the principle of a fair day's work for a fair day's pay. The Employer may establish reasonable work standards which shall take into account all factors relating to the work assignment, subject to agreement with the Local Union.

ARTICLE 36. HEALTH AND WELFARE - PLAN C-6

Effective April 3, 2011, the employer shall contribute two hundred eighty-one dollars and seventy cents (\$281.70) to the Central States, Southeast and Southwest Areas Health and Welfare Fund.

Effective April 1, 2012, the employer shall contribute three hundred nine dollars and ninety cents (\$309.90) to the Central States, Southeast and Southwest Areas Health and Welfare Fund.

Effective March 31, 2013, the employer shall contribute three hundred forty dollars and ninety cents (\$340.90) to the Central States, Southeast and Southwest Areas Health and Welfare fund.

If an employee is absent because of illness and notifies the company of such absence, the Company shall continue to make the required contributions for the remainder of the month.

If an employee is absent because of an off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required health and welfare contributions for a period not to exceed four (4) weeks from date of such injury.

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

No contributions will be required for new hires prior to working thirty (30) days or to others used to replace absentee employees.

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Effective April 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred forty-three dollars and ninety cents (\$243.90) per week per employee.

Effective April 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of two hundred fifty-eight dollars and fifty cents (\$258.50) per week per employee.

Effective April 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of two hundred seventy-four dollars (\$274) per week per employee.

Effective April 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of two hundred ninety dollars and forty cents (\$290.40) per week per employee.

Contributions to the Pension Fund must be made each week on each regular employee even though such employee may work only part time under the provisions of this contract. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

No contributions will be required for new hires prior to working ninety (90) days.

If the Company's contributions to the Pension Fund are held to be non-deductible as a business expense for the purpose of Federal or State taxation during the term of this agreement, the Company may cease payment to said fund and at each time further negotiations will take place between the parties with respect to the Pension Plan.

ARTICLE 38. FUNERAL LEAVE

In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, step-son or step-daughter) a regular employee shall be entitled to a maximum of three (3) days off to attend the funeral. In the event of a death in the family of (step-mother, step-father, step-brother, or step-sister), a regular employee shall be entitled to a maximum of one day off to attend the funeral. The day of the funeral would be considered the last day of Funeral Leave, to be verified by newspaper clipping. The compensable day or days must fall within the employee's regularly scheduled work week.

ARTICLE 39. JURY DUTY

Effective April 1, 1990, all regular employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of ten (10) days pay for each contract year.

When such employees report for jury duty on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Contract Between

KANSAS SAND AND
CONCRETE, INC

AND

TEAMSTERS LOCAL
UNION #696

APRIL 1, 2012
THROUGH
MARCH 31, 2014

2015 M.H
D.W



RECEIVED

SEP 21 2012

CONTRACT
DEPARTMENT

Kansas Sand and Concrete

THIS AGREEMENT, made and entered into this 1st day of April, 2012 by and between TEAMSTERS LOCAL UNION NO 696, Topeka, Kansas, Affiliated with the International Brotherhood of Teamsters, hereinafter called "UNION" and KANSAS SAND & CONCRETE, INC., Topeka, Kansas, hereinafter called "EMPLOYER".

ARTICLE I PURPOSE

1. The purpose of this Agreement is to establish the hours, wages and other conditions of employment, and to adopt measures for settlement of differences, and to maintain a cooperative relationship, so that the Employer may secure efficient, capable employees and the employees may have as much continuous employment as possible without interruption. The Company and the Union will meet on a regular basis to discuss issues, educate, and build moral for a professional workforce to represent the Company.
2. It is mutually understood that the following terms and conditions relating to the employment of drivers, truck mechanics, apprentices and helpers covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the parties hereto during the term of this Agreement.

ARTICLE II

1. There shall be no maximum or minimum limitations as to the amount of work a driver shall perform during their working day, except as limited by law.
2. There shall be no restrictions of the use of machinery, tools or appliances.
3. There shall be no restrictions of the use of any raw materials or manufactured materials.
4. The use of apprentices shall not be prohibited.
5. The General Manager shall be the agent of the Employer.
6. The Employer is at liberty to employ whomever they see fit.

made with any individual employee. If the Board of Arbitration cannot reach an agreement, then either side may take all legal or economic recourse it may deem appropriate, regardless of any other clauses in this Contract to the contrary.

The above is subject to the right of individual employees to present and settle their grievances without intervention of the bargaining representative, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the bargaining representative has been given an opportunity to be present at such adjustment.

ARTICLE XII STRIKES AND LOCKOUTS

The Union agrees that there shall be no strikes, work stoppages, slowdown or picketing during the term of this Agreement and the Employer agrees that there shall be no lockouts. It is understood that it shall not be a violation of this Agreement for a driver to cross an authorized picket line.

ARTICLE XIII

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any picket line involving a primary labor dispute, including the primary picket line of Unions party to this Agreement and including a primary picket line directed at the Employer, or the Employer's place of business.

It shall not be a violation of this Agreement, and it shall not be a cause for discipline or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the employer or person on strike.

ARTICLE XIV

None of the present ownership will be conveyed to a new corporate entity unless at least 51% of the investments capital comprising said new corporate entity is capital invested by other than current stockholders, their wives, or children, to the end that no corporation will be created as a subterfuge to deny any employee their accumulated vacation or seniority provisions except in the event of legitimate sale of the interest or disposition of the company through estate proceedings.

ARTICLE XV PENSION CLAUSE

Effective April 1, 2012, the Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of ninety-five dollars and twenty cents (\$95.20) per week per employee covered by this Agreement who has been on the payroll ninety days.

Effective April 1, 2013, the Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of ninety-nine dollars and zero cents (\$99.00) per week per employee covered by this Agreement who has been on the payroll ninety days.

Effective April 1, 2014, the Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of one hundred three dollars and zero cents (\$103.00) per week per employee covered by this Agreement who has been on the payroll ninety days.

This Fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement for operation under this Agreement or for operations under the Southeast and Southwest Areas Agreement to which the Employer are also parties.

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

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

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

Contributions to the Pension Fund must be made for each week during which the employee receives wages for work or other Contract covered benefits on each regular employee or extra employee who has seniority with the Company, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in case of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph. Action for delinquent contributions may be instituted by either the Local Union, the Area Region or the Trustees. Employers who are delinquent must also pay all attorney's fees and cost of collection.

ARTICLE XVI
EFFECTIVE DATE

Acct # 4310300-
0105-00783A

Agreement

Between

**Kellogg Company and
The Plant Employees at the
Louisville Bakery
Louisville, Kentucky**

RECEIVED

MAR 17 2015

CONTRACT
DEPARTMENT

And

**Teamsters Local 783
Affiliated with the International
Brotherhood of Teamsters**

Effective
July 28, 2014 - July 30, 2017



AGREEMENT BETWEEN
KELLOGG COMPANY
AND
CENTRAL REGION OF TEAMSTERS
FOR
THE PLANT EMPLOYEES AT THE
LOUISVILLE BAKERY
LOUISVILLE, KENTUCKY
AND
TEAMSTERS LOCAL UNION NO. 783

All parties to this Agreement desire to keep a harmonious relationship between the Employer, the Union and the employees covered by this Agreement.

The Central Region of Teamsters, Local Union No. 783 does hereby agree with Kellogg Company, to be bound by the following terms and provisions with respect to the unit of employees employed by the Company at the Louisville Bakery.

Article 1 – Description of Unit

1.1 (A) The Company recognizes the Union as the exclusive bargaining agent for all production and Maintenance employees employed by the Company at its Louisville, Kentucky Plant, including sanitors, regular part time employees, floor persons, leader persons

(B) This Agreement excludes all other clerical employees, salespersons, guards, professional employees and supervisors as defined in the National Labor Relations Act, as amended, in accordance with the Certification of Representative issued by the NLRB on June 23, 1967, in cases 9-RM-481 and 9-RC-7241.

(C) Quality Control employees shall not be included in the bargaining unit.

1.2 New employees shall have a probationary period of ninety (90) days. During the probationary period, employees may be disciplined or discharged without recourse. Thereafter they shall be subject to the provisions of this Agreement.

1.3 The Company may utilize managerial, professional or engineering employees as managerial trainees, or for the purpose of performing work during the experimental, research and developmental stages of new products and/or changes in any method of processing and for the purpose of training bargaining unit employees with prior approval of the Local Union or the Joint Area Committee.

1.4 (A) In the event of change of management or geographical location of plants, or sale of the Company, the present management shall use its best efforts to insure continuation of the provisions of this Agreement thereto during its prescribed period, it being agreed and understood that this article shall not be used as a device to change union representation or cause employees to lose seniority and representation by its present bargaining agent.

(B) In the event of a total plant closure, employees with two (2) or more years of seniority will be eligible for severance pay. Employees properly separated from the Company with a signed release of claims as established by the Company, will be paid as follows:

One (1) week regular base pay of forty (40) hours at straight time per full year of seniority up to a maximum of twenty (20) years. To be paid in a lump sum within fourteen (14) days of separation.

1.5 Applicants provided by the union shall be considered for employment with applicants from any other source.

ARTICLE 2 – DUES, ASSESSMENTS, AND SECURITY

2.1 The deduction of union dues, initiation fees and/or other authorized assessments shall be made from the employees' wages and shall be remitted to the authorized representative of the Union.

2.2 Such deductions of regular monthly dues shall be made from the

19.4 The employees who choose the Core Purple Plan will contribute 28% of the Core Purple Plan Total Premium in effect. Coverage under this plan option will become effective January 1, 2012.

19.5 Effective 1/1/17, the Core Brown 80/20 Healthcare Plan will be installed with a 23% co-premium by the employee. Included in this plan is a Flexible Spending Account (FSA) option for both healthcare and daycare.

ARTICLE 20 – PENSION

The Company agrees to pay effective 7/28/14, \$103.00 per week to the Teamsters Central States, Southeast and Southwest Areas Pension Fund for each regular full-time employee who has been employed thirty (30) days or more. Effective 7/28/15, this amount will increase to \$107.10 per week and effective 7/28/16, this amount will increase to \$111.40 per week, and effective 7/28/17, this amount will increase to \$115.90

The Company will continue its contribution for one (1) year for those who are injured on the job. If any employee is away from work because of illness or off-the-job injury, the Company will contribute only for the last week in which the employee works.

ARTICLE 21 – 401K PLAN

Effective January 1, 2000, employees will be eligible to participate in the Company sponsored 401(k) Plan for organized employees.

ARTICLE 22 – JURY DUTY

When an employee is called for jury service, they will be compensated for time lost from their job at their normal hourly rate less compensation received for jury duty. Employees on any shift shall not be expected to report for work on their jobs if they are required to report for jury duty; on days they do not report they will work their full shifts. The Company will do this for a maximum of ten (10) working days per person per year, unless sequestered by a judge's order or serving on a Grand Jury and be compensated for lost time from their job at their normal hourly rate less compensation received for jury duty up to sixty (60) working days.

A G R E E M E N T

between

KELLER TRANSFER LINE, INC.

and

GENERAL TEAMSTERS LOCAL UNION NO 406

affiliated with the
International Brotherhood of Teamsters

February 28, 2014 - - - February 28, 2017

RECEIVED

APR 0 8 2014

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement, made and entered into this 28th day of February, 2014 by and between KELLER TRANSFER LINE, INC. located at 5635 Clay Avenue, SW, Grand Rapids, Michigan, hereinafter termed the "Employer" or the "Company," and GENERAL TEAMSTERS LOCAL UNION NO. 406, an Affiliate of The International Brotherhood of Teamsters, located at 3315 Eastern Avenue S.E., Grand Rapids, Michigan, hereinafter termed the "Union."

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

WITNESSETH:

Article I

Recognition, Union Shop, Dues And Probationary Employees

Section 1 – Union Recognition

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer, for drivers, at 5635 Clay Ave. SW, Grand Rapids, Michigan.

Section 2 – Union Membership

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

Section 3 – Union Dues Deductions

- (A) The Employer agrees to deduct from the pay of each employee, all dues, assessments, and/or initiation fees of Local No. 406 and pay such amount deducted to said Local No. 406 for each and every employee, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union as aforesaid.
- (B) The Local Union shall submit, each month, a statement listing it's members working for the Employer and itemizing dues and/or initiation fees owed and to be deducted for such month.

The Employer shall deduct and remit to the Local Union prior to the end of the month, adding to the list submitted by the local Union, the names of all new employees hired since the last list was submitted and deleting the names of employees who are no longer employed.

- (C) The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organization as the Union may recognize if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Section 4 – D.R.I.V.E.

Michigan D.R.I.V.E Authorization and Deduction

In addition to the terms and conditions contained in the above referenced collective bargaining agreement between the Employer and the Union, the Employer and the Union hereby further agree that:

The Employer agrees to deduct from the paycheck of all employees covered by this agreement, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to Michigan D.R.I.V.E. headquarters on a monthly basis, in one check, the total amount deducted along with the employee's Social Security number and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's cost for the expenses incurred in administrating the weekly payroll deduction plan. Contributions to DRIVE are not deductible as charitable contributions for Federal Income Tax purposes.

Section 5 – Probationary Employees

A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day calendar day trial basis, or sixty (60) days worked within a twelve (12) month period, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) days, the employee shall be placed on the regular seniority list. In case of discipline within the sixty (60) day period, the Employer shall notify the Union in writing. An employee gaining seniority under the sixty (60) days worked in twelve (12) months would have a seniority date based on thirty (30) work days prior to his sixtieth (60th) day worked.

maximum of three (3) days off with pay, at the driver rate, to attend the funeral. The days must fall within the employee's regularly scheduled work week.

Article XVIII

Jury Duty

All regular seniority employees called for jury duty shall be permitted to serve for five (5) days during any contract year of this Agreement.

Time spent on jury service will be considered time worked for purposes of employer contributions to Health and Welfare and Pension plans, and vacation eligibility.

The Company will pay the employee's loss in pay (difference between driver rate and jury pay), up to eight (8) hours per day, for up to five (5) days per contract year.

Article XIX

Health and Welfare and Pension

Section 1.

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund for each employee covered by this agreement who is on the regular seniority list a weekly contribution not to exceed:

<u>Effective Date</u>	<u>Weekly Contribution Rate</u>
April 1, 2014	\$327.00 ~ YNK-BVR-1BT Plan
March 29, 2015	\$345.50 ~ YNK-BVR-1BT Plan
April 3, 2016	\$356.80 ~ YNK-BVR-1BT Plan

For the life of the Agreement, the Health & Welfare co-pay will be 17% of the total cost per week. All Health and Welfare premium co-pays will be made via payroll deduction.

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

<u>Effective Date</u>	<u>Weekly Contribution Rate</u>
February 1, 2014	\$274.00 per week
February 1, 2015	\$290.40 per week
February 1, 2016	\$302.00 per week
February 1, 2017	\$314.10 per week

Section 2.

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

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

Section 3.

Contributions for health and welfare and pension participation must be made each week for each regular employee even though such employee may work only part time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under the terms of this Contract, and although contributions may be made for those weeks into some other health and welfare and/or pension fund.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

The Company agrees to allow employees access to AFLAC and/or additional life insurance via payroll deduction. This additional coverage will be voluntary on the part of each employee, and the cost of such additional insurance will be borne by the employee.

Section 12 - Teamsters National 401(k)

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

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

SIGNED

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 525

ALTON, ILLINOIS



Affiliated With The
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

KELLER TRUCK SERVICE

Located in the

jurisdiction of

TEAMSTERS LOCAL UNION NO. 525

RECEIVED

APR 04 2014

CONTRACT
DEPARTMENT

-PERIOD COVERED-

JULY 1, 2013 TO JUNE 30, 2016

ARTICLES OF AGREEMENT

by and between

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN, AND HELPERS
LOCAL UNION NO. 525
located in
ALTON, ILLINOIS

And

KELLER TRUCK SERVICE

JULY 1, 2013 to JUNE 30, 2016

RECEIVED
APR 04 2014
CONTRACT
DEPARTMENT

THIS AGREEMENT, dated as of the 1st day of July, 2013, by and between KELLER TRUCK SERVICE, hereinafter called the "Company" or "Employer", Party of the First Part, and CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN, AND HELPERS LOCAL UNION NO. 525, affiliated with the International Brotherhood of Teamsters, or its successors, Party of the Second Part, hereinafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

ARTICLE 1

RECOGNITION:

Section 1. The Company agrees to recognize, and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agent for all of the driver employees of the KELLER TRUCK SERVICE.

Section 2. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby, unless it be through duly authorized representatives of the Union.

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

ARTICLE 18

WELFARE AND PENSION PLAN:

Section 1. Effective July 1, 2013, the Employer shall contribute to the Teamsters and Employers Welfare Trust of Illinois, the sum of Two Hundred and Sixteen Dollars (\$216.00) per week for each employee covered by this Agreement who has been on the payroll thirty-one (31) days or more, and is a regular or regular extra employee, and who has worked sixteen (16) hours or more of a payroll week.

Effective July 1, 2014, the Employer shall contribute to the Teamsters and Employers Welfare Trust of Illinois, the sum of Two Hundred and Forty Seven Dollars (\$247.00) per week for each employee covered by this Agreement who has been on the payroll thirty-one (31) days or more, and is a regular or regular extra employee, and who has worked sixteen (16) hours or more of a payroll week.

Effective July 1, 2015, the Employer shall contribute to the Teamsters and Employers Welfare Trust of Illinois, the sum of Two Hundred and Eighty Three Dollars (\$283.00) per week for each employee covered by this Agreement who has been on the payroll thirty-one (31) days or more, and is a regular or regular extra employee, and who has worked sixteen (16) hours or more of a payroll week.

Section 2. Effective July 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of Twenty One Dollars And Ten cents (\$21.10) per day or tour of duty worked or compensated for all days worked. Employees who work either temporarily or in cases of emergency and casual employees working under the terms of this Contract shall not be covered by the provisions of this paragraph.

Effective July 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of Twenty One Dollars And Ninety cents (\$21.90) per day or tour of duty worked or compensated for all days worked. Employees who work either temporarily or in cases of emergency and casual employees working under the terms of this Contract shall not be covered by the provisions of this paragraph.

Effective July 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of Twenty Two Dollars And Eighty cents (\$22.80) per day or tour of duty worked or compensated for all days worked. Employees who work either temporarily or in cases of emergency and casual employees working under the terms of this Contract shall not be covered by the provisions of this paragraph.

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

AGREEMENT

Between

M. J. KELLNER CO., INC.

And

LOCAL UNION NO. 916
Affiliated with the

International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of
America

January 1, 2015

To

December 31, 2017

RECEIVED

APR 28 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement dated this 1st day of January 2015, by and between the M. J. Kellner Co., Inc. or its successors, located in Springfield, Illinois, hereinafter called the "Company", party of the first part and Local No. 916, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, Party of the Second Part, hereinafter called the "Union", for the purpose of employment to be observed between the parties hereto.

ARTICLE 1 - RECOGNITION

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

Section 2. The term "employee" as used in this agreement shall include all FULL TIME WAREHOUSE WORKERS.

The Company shall have the right to employ two (2) temporary or part time employees. Temporary or part time employees(s) are defined as individual(s) not working more than twenty four (24) hours per week. Such temporary or part time employee(s) are not covered by this Agreement. The Company shall not use temporary or part time employees when there are full time employees on lay off and shall not use part time employees to deprive regular employees of overtime.

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

Section 4. The Company agrees that it will not sponsor or promote, financially, or otherwise, any group or labor organization for the purpose of undermining the Union.

The Union and the Company agree they will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, ancestry, sexual orientation or status as a veteran. The policy is intended to indicate the Union and the Company's intent to act in accordance with applicable federal, state, and local laws in connection with employment opportunities.

All members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employees involved in discriminatory practices will be subject to discipline up to and including discharge in accordance with the applicable provisions of this contract.

ARTICLE 2 - UNION SECURITY

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the employer in the unit which is the subject of this Agreement shall become members of the Union not later than ninety (90) days following the beginning of their employment or the execution date of this Agreement, whichever is the later. Within this trial period, if a person is found unsatisfactory,

lay-offs occur, and the employees will be so advised.

Section 4. The employees who work either temporarily or in case of emergency under the terms of this contract shall not be covered by the provisions of this Article.

ARTICLE 10 - PENSION

Section 1. The employer will contribute to the Central States, Southeast and Southwest Areas Pension Fund the following weekly rates. The weekly contribution will be maintained for each employee who has been employed thirty (30) days or more and is covered by this Agreement.

Effective January 1, 2015	\$ 19.20
Effective January 1, 2016	\$ 20.00
Effective January 1, 2017	\$ 20.80

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

Section 2. If an employee is absent because of illness or off the job injury and notified the employer of such absence, the employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 3. The parties agree that in the event that an individual employed on a temporary, part-time or other non-regular basis works 1,000 hours or more in any twelve (12) month period, he or she will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by them thereafter, for the remainder of that year and all subsequent years, will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

If a temporary, part-time or any other non-regular employee is technically terminated, and does not work for more than one (1) year they will be required to start over in accumulating 1000 hours in a twelve (12) month period to re-establish eligibility. Contributions would then continue on their behalf as stated above.

ARTICLE 11 - SAVINGS CLAUSE

If any of the terms and conditions of this Agreement are in violation of any State or Federal Law or court decision or decree then, to the extent of any violation, this Agreement shall be null and void and subject to renegotiations with respect to the particular provisions that have been declared illegal. During the renegotiations, all remaining provisions of this Agreement shall remain in effect, including Article 4.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

Section 1. The Company shall place at the disposal of the Union, one (1)

AGREEMENT

between

**KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS
DETROIT, MICHIGAN DISTRIBUTION CENTER**

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL UNION 51**

Effective: April 1, 2014 through March 31, 2017

RECEIVED

JUN 06 2014

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, made and entered into by and between the undersigned, KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, Detroit, Michigan Distribution Center, hereinafter called the Company or the Employer and BAKERY DRIVERS LOCAL UNION 51, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the Local or the Union.

WITNESSETH: That the Union and the Employer acting by their authorized agents agree as follows:

ARTICLE 1 - RECOGNITION AND UNION SHOP

1.1 Recognition

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Article 2.

1.2 Union Security

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

1.3 New Employees

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

1.4 Probationary Period

A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) calendar day trial basis, during which period he/she may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for

If the employee has a step-parent who dies, the employee may elect to receive the above mentioned payment for the step-parent's death. However, the Company will only honor one parent; in other words, if the employee elects to be paid for the step-parent's death, then he/she cannot claim payment for the natural parent's death. The Company will only pay for one (1) father and one (1) mother.

In the event of death of an employee's spouse's grandmother or grandfather, the employee shall be entitled to be absent from work for one (1) regular working day.

The Employer will accept newspaper notice or a coroner's statement as proof of death.

Son or daughter shall be interpreted to include the employee's dependent children who have been legally adopted and employee's dependent step-children who are legitimate children of either of the parents who are legally married to each other.

ARTICLE 15 - JURY DUTY

The Company agrees to pay a regular full day's pay at straight-time hourly classification rates for each day an employee is required to serve and does serve on any jury, provided the employee is scheduled to work on the day or days actually served on the jury, with a maximum of thirty (30) working days for each Jury Duty. The employee, however, will be required to turn in to the Company the Jury Duty fees in order to receive compensation as herein provided.

ARTICLE 16 - HEALTH AND WELFARE AND PENSION

16.1 Health and Welfare Contributions

Effective **April 1, 2014**, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of **three hundred eighty-two dollars and thirty-five cents (\$382.35)**, if needed, per week for each employee covered by this collective bargaining agreement who is on the regular seniority list.

Effective **April 1, 2015**, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of **four hundred two dollars and ninety-five cents (\$402.95)**, if needed, per week for each employee covered by this collective bargaining agreement who is on the regular seniority list.

Effective **April 1, 2016**, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of **four hundred twenty dollars and ten cents (\$420.10)**,

if needed, per week for each employee covered by this collective bargaining agreement who is on the regular seniority list.

16.2 Health and Welfare Payments

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

16.3 Pension Contributions

Effective **May 1, 2014**, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for Plan #17b, a contribution of **two hundred four dollars and seventy (\$204.70)** per week for each employee covered by this collective bargaining agreement who is on the regular seniority list.

Effective **May 1, 2015**, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for Plan #17b, a contribution of **two hundred seventeen dollars (\$217.00)** per week for each employee covered by this collective bargaining agreement who is on the regular seniority list.

Effective **May 1, 2016**, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for Plan #17b, a contribution of **two hundred twenty-five dollars and seventy cents (\$225.70)** per week for each employee covered by this collective bargaining agreement who is on the regular seniority list.

16.4 Pension Payments

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the LaSalle National Bank, PO Box 1431, Chicago 90, Illinois, Account #7000.

Pension payment shall be made on behalf of employees who work more than 1000 hours in any twelve (12) month period.

16.5 Contribution Requirements

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

those weeks into some other Health and Welfare and/or Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

16.6 Absent Employees

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

16.7 Leave of Absence

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

16.8 Delinquent Payments

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

16.9 Funds Administration

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

16.10 Trust Agreements

By the execution of this Agreement, the Union and the Company agree to be bound by, and assent to, all of the terms of the Trust Agreement creating said Michigan Conference of Teamsters Welfare Fund and the Central States, Southeast and Southwest Areas Pension Fund and all of the

A G R E E M E N T

between

**KELLOGG SALES COMPANY
d/b/a KELLOGG'S SNACKS
CHARLOTTE, NORTH CAROLINA
DISTRIBUTION CENTER**

and

**TEAMSTERS LOCAL UNION 71 a/w
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS AFL-CIO**

Effective May 1, 2014 through April 30, 2017

RECEIVED

MAY 19 2014

**CONTRACT
DEPARTMENT**

A G R E E M E N T

THIS AGREEMENT made and entered into at Charlotte, North Carolina, by and between KELLOGG SALES COMPANY, d/b/a KELLOGG'S SNACKS, CHARLOTTE, NORTH CAROLINA DISTRIBUTION CENTER, party of the first part, hereinafter called the Employer, and TEAMSTERS LOCAL UNION 71 a/w of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS AFL-CIO, party of the second part, hereinafter called the Union.

WITNESSETH: That the Employer and the Union acting by their duly authorized agents agree as follows:

ARTICLE 1--AUTHORITY AND RESPONSIBILITY

It is recognized under the Taft-Hartly Labor Management Act that employees who belong to the Union shall not be coerced, intimidated or discriminated against by the Employer because of their membership in Local Union 71. The Union agrees that there shall be no discrimination on the part of the Union or members thereof against any employees of the Employer who are not members of the Union.

ARTICLE 2--UNION RECOGNITION

2.1 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for delivery persons and stockhandlers at its Charlotte, North Carolina Distribution Center for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The Employer agrees to give equal consideration to prospective employees furnished through the employment facilities of the Union, with prospective employees not so furnished, when in need of new employees working in the various classifications covered by this Agreement.

2.2 Probationary Period

Any person newly employed shall be so employed on a ninety (90) calendar day trial basis during which time they may be discharged without recourse. The probationary period may be extended an additional thirty (30) days by mutual agreement between the Company and the Union. There will be no paid benefits or employer benefit contributions during the probationary period. Should an employee (not covering for a previously approved leave), work more than ninety (90) days, then said employee shall be hired as a regular full-time employee and placed on the seniority list as provided in Article 11. At the time of hiring new employees coming under the classifications as stipulated in Article 4 of this Agreement, the Employer agrees to acquaint the Business Representative of the Union with the names of such new help.

17.8 Holiday During Vacation

If any of the above named holidays occur during an employee's vacation he or she shall receive an extra day's pay at his or her straight-time rate.

ARTICLE 18--EXPENSES

On overnight trips, Delivery Persons shall be allowed actual expense for hotel bill. Effective August 7, 2006, the employee shall be allowed twenty dollars (\$20.00) for meals. Effective May 17, 2008, the employee shall be allowed twenty-one dollars (\$21.00) for meals. Effective May 3, 2010, the meal expense shall be increased to twenty-two dollars (\$22.00).

ARTICLE 19--PENSION

Effective May 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Class 16C, the sum of ~~one hundred forty two dollars and ten cents (\$142.10)~~ one hundred forty seven and eighty cents (\$147.80) per week for each regular employee covered by this agreement after sixty (60) days worked.

Effective May 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Class 16C, the sum of ~~one hundred fifty three and seventy cents (\$153.70)~~ per week for each regular employee covered by this agreement after sixty (60) days worked.

Effective May 1, 2016 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Class 16C, the sum of ~~one hundred fifty nine and eighty cents (\$159.80)~~ per week for each regular employee covered by this agreement after sixty (60) days worked.

If at any time during the term of this Agreement there is federal legislation enacted that permits a reduction or potential reduction to the Company's contribution rate under this Agreement, and such reduction is authorized by the Central States Trustees, such reduction would become effective immediately upon the effective date of such legislation.

19.2 Trust Agreement

By the execution of this Agreement, the Union and the Employer agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund, pursuant to said Trust Agreement, and all of the actions of the

trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

19.3 Illness, Injury or Leave of Absence

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

ARTICLE 20--401 (k) PLAN

Employees will be allowed to participate in a Company-sponsored 401(k) Plan for organized employees.

ARTICLE 21--HEALTH AND WELFARE INSURANCE

21.1 Employer Contributions

Effective December 1, 2014, the Employer shall contribute to the Teamsters Joint Council No. 83 of Virginia Health & Welfare Fund, the maximum sum of ~~two hundred eighty four dollars and eleven cents (\$284.11)~~ two hundred ninety one dollars and two cents (\$291.02) per week to maintain insurance.

Effective December 1, 2015, the Employer shall contribute to the Teamsters Joint Council No. 83 of Virginia Health & Welfare Fund, the maximum sum of three hundred seven dollars and ninety five cents (\$307.95) per week to maintain insurance.

Effective December 1, 2016, the Employer shall contribute to the Teamsters Joint Council No. 83 of Virginia Health & Welfare Fund, the maximum sum of three hundred twenty five dollars and eighty nine cents (\$325.89) per week to maintain insurance.

21.2 Employee Contributions

For each week the employer makes a contribution for a regular employee, the employer is authorized to deduct 8.5% of the above amounts from the employee's paycheck through payroll deduction. Employee co-contributions shall be made on a pre-tax basis.

KELLOGG SALES CO.
ACCOUNT NO.: 4323350-0100-00089-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective October 1, 2012, contributions will be remitted to the Central States Pension and Health & Welfare Funds on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for forty (40) working days or sixty (60) calendar days (whichever comes first), regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

KELLOGG SALES CO.

LOCAL UNION NO. 89

By: Herbert Taylor

By: Roy E. Reynolds

Title: Director Labor Relations

Title: B. A.

Date: 9-20-2012

Date: 9-20-2012

RECEIVED

SEP 25 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

between

**KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS
LOUISVILLE, KENTUCKY TSA OPERATION**

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
GENERAL DRIVERS, WAREHOUSEMEN &
HELPERS LOCAL UNION 89**

TERM: October 1, 2012 through October 3, 2015

RECEIVE

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**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made and entered into at Louisville, Kentucky by and between Kellogg Sales Company d/b/a Kellogg's Snacks, Louisville, Kentucky TSA Operation, its successors, and/or assigns, party of the first part, hereinafter called the Employer and the General Drivers Local Union, Local No. 89 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter called the Union.

WITNESSETH: That the Employer and the Union acting by their duly authorized agents agree as follows:

ARTICLE 1 - UNION RECOGNITION

1.1 Union Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all of its employees engaged as Delivery Persons and Warehouse Helpers at the above named TSA Operation.

1.2 Union Membership

The Employer agrees that all employees employed at Louisville, Kentucky office of the Employer, as classified under Article 5 of this Agreement, shall be members of the Union.

1.3 Notification of New Hires

When the Employer needs additional employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. In hiring new help coming under the classification, as stipulated in Article 5 of this Agreement, the Employer agrees to acquaint the Business Representative of the Union with the names of such new help.

1.4 Probationary Period

All newly hired employees shall be considered probationary employees for the first ninety (90) calendar days and may be dismissed without recourse during this period. After the completion of the probationary period, the employee shall be placed on the seniority list and shall date their seniority from the date they were employed.

8.5 National Health Care

If at any time during the term of this Agreement a national health insurance program (or other similar state or local health care program) is enacted, the parties will reopen this Agreement for the purposes of modifying their contract and its language to comply with any legal mandate(s) of the health insurance legislation, as well as to adjust, through the negotiating process, the health care benefits provided under this Agreement.

ARTICLE 9 - PENSION PLAN

9.1 Fund Name

Effective September 1, 1959, the Employer agrees to begin participation in the Central States, Southeast and Southwest Areas Pension Fund for the term of this Agreement.

9.2 Contribution Requirement

The "Employer's" obligation to make contributions to said Pension Plan shall be governed by the following provisions:

9.2a Covered Employees/Work Test

For all employees in the bargaining unit covered by the collective bargaining agreement, who have passed their probationary period and who work one (1) or more days in a given workweek. Any day for which an employee received compensation in accordance with the provisions of the collective bargaining agreement shall be considered the same as a day worked.

9.2b Illness/Off-The-Job Injury

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

9.2c On-The-Job Injury

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

9.3 Administration

The Pension Fund shall be administered by a joint board of administration with equal representation by both Union and Management to be established for the purpose of providing pensions for all employees covered by this collective bargaining agreement.

9.4 Applicable Laws

The said Pension Fund so established shall qualify under any appropriate sections of the Internal Revenue Code of 1954, so as to insure that the "Employer's" contributions thereto will be considered as ordinary business expense in the tax year in which the payments are made. All documents incident thereto, must be drawn to conform with all Federal and State Laws.

9.5 Trust Agreement

In consideration of the provisions of Section 9.3 and 9.4 above being properly complied with, the "Employer" agrees to sign and participate in an Agreement and Declaration of Trust establishing said Fund.

9.6 Employer Contribution

Effective October 1, 2012, the "Employer's" rate of contribution shall be **one hundred thirty two dollars and eighty cents (\$132.80)** per week, per employee, Benefit Class 16C.

Effective October 1, 2013, the "Employer's" rate of contribution shall be **one hundred thirty eight dollars and ten cents (\$138.10)** per week, per employee, Benefit Class 16C.

Effective October 1, 2014, the "Employer's" rate of contribution shall be **one hundred forty three dollars and sixty cents (\$143.60)** per week, per employee, Benefit Class 16C.

ARTICLE 10 - SHIFT PREMIUM

Warehouse helpers who are required to work on shift starting after 12 noon shall receive second shift premium pay of fifteen cents (15¢) per hour for all work performed.

ARTICLE 11 - CHECK-OFF

11.1 Deductions - Dues and Fees

The Employer agrees that on an employee's written authorization and subject to the provisions of the Labor-Management Relations Act of 1947, and the amendments thereto and the regulations issued thereunder to deduct from the pay of such employee all regular monthly dues,

AGREEMENT

between

**KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS
CINCINNATI, OHIO DISTRIBUTION CENTER**

and

**GENERAL TEAMSTERS LOCAL 114
AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

Effective June 14, 2014 through June 16, 2017

RECEIVED

AUG 28 2014

**CONTRACT
DEPARTMENT**

AGREEMENT
between
KELLOGG SALES COMPANY d/b/a
KELLOGG SNACKS
Cincinnati, Ohio Distribution Center
and
LOCAL UNION 114
Effective June 14, 2014 through June 16, 2017

THIS AGREEMENT is entered into by the GENERAL TEAMSTERS LOCAL 114, Cincinnati, Ohio, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter known as the "Union" and KELLOGG'S SNACKS Cincinnati, Ohio Distribution Center hereinafter known as the "Employer".

ARTICLE 1--SCOPE AND COVERAGE

1.1 Union Membership

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on or after the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer agrees to report such new help to the Union office within forty-eight (48) hours after starting to work. All deliveries shall be made by members of Local 114 in this bargaining unit except as provided by Letter of Agreement dated June 1, 2007 regarding route sales operation.

1.2 Notice of Quits/Discharge

The Union agrees that any employee coming under the jurisdiction of this Agreement who has been employed thirty (30) days or more and wishes to quit his or her position must give the Employer two (2) week's notice of such intention. It is also agreed that the Employer, if it wishes to discharge any employee coming under this Agreement who has been employed ninety (90) working days, will give notice in writing except in cases of dishonesty, drinking alcoholic beverages while on Company property or on duty, drunkenness while on duty, fighting, sale or use/possession of

ARTICLE 10--PENSION PLAN

10.1 Fund Name

Effective July 27, 1958, the Employer agrees to begin participation in the Central States, Southeast and Southwest Areas Pension Fund for the term of this Agreement.

10.2 Contribution Requirement

The Employer's obligation to make contributions to said Pension Plan shall be governed by the following provisions:

10.2A Covered Employees

For all employees in the bargaining unit covered by the Collective Bargaining Agreement who have completed their probationary period and who work one (1) or more days in a given workweek.

Any day for which an employee receives compensation in accordance with the provisions of the Collective Bargaining Agreement shall be considered the same as a day worked.

10.2B Illness or Off-The-Job Injury

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

10.2C Injured On the Job

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

10.3 Administration

The Pension Fund shall be administered by a joint Board of Administration, with equal representation by both Union and Management to be established for the purpose of providing pensions for all employees covered by this Collective Bargaining Agreement.

10.4 Applicable Laws

The said Pension Fund so established shall qualify under any appropriate sections of the Internal Revenue Code of 1954 so as to insure that the "Employer" contributions thereto will be considered as ordinary business expense in the tax year in which the payments are made. All documents incident thereto must be drawn to conform with all Federal and State laws.

10.5 Trust Agreement

In consideration of the provisions of the above paragraphs being properly complied with, the "Employer" agrees to sign and participate in an Agreement and Declaration of Trust establishing said Fund.

10.6 Employer Contribution

Effective June 15, 2014, the Employer's rate of contribution shall be two hundred eight dollars and eighty cents (\$208.80) per week, per eligible employee.

Effective June 15, 2015, the Employer's rate of contribution shall be two hundred seventeen dollars and twenty cents (\$217.20) per week, per eligible employee.

Effective June 15, 2016, the Employer's rate of contribution shall be two hundred twenty-five dollars and ninety cents (\$225.90) per week, per eligible employee.

ARTICLE 11--401(k) PLAN

Employees will be allowed to participate in a Company sponsored 401(k) Plan for organized employees.

ARTICLE 12--FUNERAL LEAVE

In the event of death in an employee's immediate family (employee's parents, step parents, spouse, domestic partner, children, brothers, sisters, father-in-law or mother-in-law) the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days when such absence is necessary to make arrangements for and attend the funeral. An instance where absence for three (3) regular working days may not be necessary is where the death and/or funeral occurs over a weekend. In the event of death of the employee's grandfather, grandmother, grandchild, brother-in-law or sister-in-law, the employee shall be entitled to be absent from work not more than one (1) regular working day to attend the funeral. During such absence, the employee shall be compensated for recognized paid holidays. It is also understood that this shall not interfere with holiday pay that an employee might otherwise be entitled to receive.

The Employer, in its discretion, may require adequate proof that employee is entitled to receive the benefits of this Funeral Leave Clause. Any falsification is subject to discharge.

ARTICLE 13--JURY DUTY

The Employer agrees to pay a regular full day's pay at straight-time hourly classification rates for each day an employee (with six (6) months or more of service) is required to serve and

A G R E E M E N T

between

**KELLOGG SALES COMPANY
d/b/a KELLOGG'S SNACKS
FARGO, NORTH DAKOTA TSA OPERATION**

and

**LOCAL UNION 120, affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

Effective May 4, 2014 through May 1, 2017

RECEIVED

DEC 15 2014

**CONTRACT
DEPARTMENT**

ARTICLE OF AGREEMENT

Kellogg Sales Company, d/b/a Kellogg's Snacks at its Fargo, North Dakota TSA Operation, called the "Employer" and Local Union 120, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union", agree to be bound by the following terms and provisions covering wages, hours and other working conditions:

ARTICLE 1--REPRESENTATION AND UNION MEMBERSHIP

1.1 Recognition

Employer recognizes the Union as the collective bargaining agent for delivery persons and warehousemen at the Fargo, North TSA Operation of the Employer, excluding salesmen, office and clerical help, foremen and supervisors with authority to hire, promote, discharge or otherwise change the status of employees or effectively recommend such action.

1.2 Applicable Laws

It is understood and agreed that if applicable state and federal laws which prohibit the signing of closed or Union shop contracts, shall be declared unconstitutional by the Supreme Court of the United States during the term this Agreement is in force and effect the following paragraph shall, subject to any limitations imposed by law, become immediately effective:

"All delivery persons and warehousemen employed by the Employer and coming under the Union's jurisdiction shall become and remain members of the Local Union 120 thirty (30) days from the date of employment."

The foregoing clause shall be subject to the provisions of the Labor Management Relations Act of 1947 and the rulings and regulations issued thereunder.

1.3 New Employee Probationary Period

The Employer shall be the sole judge of the competency of new employees and may discharge such employees for any reason whatsoever at any time during the first sixty (60) days worked by the employee. There will be no paid benefits or employer benefit contributions during the probationary period, subject to the Trust Agreement(s).

1.4 Checkoff of Union Dues

The Employer agrees that on an employee's written authorization and subject to the provisions of the Labor Management Relations Act of 1947 and the amendments thereto and the regulations issued thereunder, to deduct from the pay of such employee, all regular monthly dues, initiation fees and uniform assessments required to be paid by the employee to his or her Local Union as directed by the employee on the authorization card. These deductions shall be

remitted to the Union on or before the tenth (10th) day of each subsequent month.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

The Union agrees to save the Employer harmless from any action or actions growing out of these deductions and commenced by any employee who has executed such assignment and authorization against Employer and assumes full responsibility for the disposition of the funds so deducted once such funds have been turned over to the Union as above provided.

ARTICLE 2--MANAGEMENT RIGHTS

All rights not specifically limited by the expressed provisions of this Agreement, shall be retained by the Company.

ARTICLE 3--JOB STEWARD

Employer recognizes the right of employees covered hereunder to designate one of the employees as a steward to handle such business as may be delegated to him or her by such employees or by their collective bargaining representative.

ARTICLE 4--OFFICIAL UNION BUSINESS

Employer agrees to grant the necessary time off, without discrimination and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the employee gives the Employer at least one (1) week's notice.

Any employee elected or appointed as an official of the Union or delegated to any labor activity necessitating a leave of absence shall be granted such leave, without pay, provided at least one (1) month's notice is given in writing to the Employer by the Secretary-Treasurer of the Union. No such Union leave of absence shall exceed one (1) term of office with a maximum of three (3) years, and no more than one (1) employee shall be granted such leave of absence at the same time. It is understood that an employee on such leave of absence retains his/her seniority but his/her

25.5 Impassable Highways

Should the state or local government declare the roads impassable due to severe weather conditions, the Company agrees to pay the employee up to a maximum of eight (8) hours per day for such time spent due to impassable highways.

ARTICLE 26--CLASSIFICATIONS AND WAGES

26.1 Classifications and Rates

Classifications and wage scale of the workers covered hereunder shall be as follows:

	EFFECTIVE			
	05/06/2013	05/04/2014	05/03/2015	05/01/2016
Delivery Person	\$20.35	\$20.85	\$21.35	\$21.85
Lead Person	\$21.85	\$22.35	\$22.85	\$23.35
New Hire 1 st 12 months		\$18.77	\$19.22	\$19.67

The Company shall have the sole discretion of filling or vacating the Lead person position. All provisions of the current collective bargaining agreement apply to the Lead person. In addition, the Lead person has no authority to hire, fire or administer discipline.

The Company retains the right to determine the total number of CDL-A qualified employees required for operational efficiency. Appropriate training shall be provided to selected employees for backing trucks/trailers to the dock. The Company shall not pay for CDL-A training but shall provide appropriate equipment for testing purposes. All said training shall be done on employee's own time.

This section shall not supersede any other provision contained in this contract.

When drivers pull two (2) or more trailers, they shall receive an additional twenty-five cents (25¢) per hour over the classified driver rate.

26.2 Starting and Step-Up Progression

New employees shall receive ninety percent (90%) of the classified hourly rate for the first twelve (12) months of employment.

ARTICLE 27--PENSION

27.1 Employer Contribution

Effective May 2, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for Benefit Class 16, the sum of **one hundred thirty eight dollars**

and ten cents (\$138.10) per week for each employee who has been on the payroll for sixty (60) days worked by the employee.

Effective May 4, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for Benefit Class 16, the sum of **one hundred forty-three dollars and sixty (\$143.60)** per week for each employee who has been on the payroll for sixty (60) days worked by the employee.

Effective May 4, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for Benefit Class 16, the sum of **one hundred forty-nine dollars and thirty cents (\$149.30)** per week for each employee who has been on the payroll for sixty (60) days worked by the employee.

Effective May 4, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for Benefit Class 16, the sum of **one hundred fifty-five dollars and thirty cents (\$155.30)** per week for each employee who has been on the payroll for sixty (60) days worked by the employee.

27.2 Trust Agreement

By the execution of this Agreement and the Central States, Southeast and Southwest Areas Pension Fund Participation Agreement, the Union and the Employer agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

27.3 Illness, Injury, and Leave of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twenty-six (26) weeks. If an employee is granted a leave of absence the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

27.4 Contribution Requirement

Contributions will be remitted to the Central States Pension Fund on behalf of all employees (including part-time, casual, and seasonal employees) covered by the collective bargaining agreement after the employee has been on the Employer's payroll for sixty (60) days worked per the Employer's payroll records.

27.5 Recovery of excess payment

The parties agree that if, for whatever reason, the Company makes any payments to the pension fund (or a third party or government entity that relates to participation in that fund) that are more than the maximum contribution required by this Agreement, the Company may recover that excess payment.

Recovery of an excess payment will be by offset of the overpayment by one or both of the following, until the Company recovers the excess payment amount:

- a) a reduction in any wage increase due employees under this Agreement;
- b) a pro rata reduction of the wage rates then applicable to employees.

The parties agree that the Company may unilaterally choose the means in which recovery is made, although the Company agrees to consult with the Union as to its preferred method of recovery.

ARTICLE 28--EMPLOYEE RESPONSIBILITY

It is agreed that no employee shall be held responsible for payment of damages accidentally occurring to a vehicle operated by employee unless through employee's own gross negligence. It is further agreed that the Employer shall not arbitrarily charge employee for any loss or damage to merchandise transported in vehicles unless such loss or damage is the result of employee's own negligence. The Employer may prefer charges against any employee for alleged negligence resulting in damage to vehicles or loss or damage to merchandise. The Union shall make an immediate investigation of the charges and a settlement of the case shall be made as provided under Article 19 of this Agreement.

ARTICLE 29--LOSS OF LICENSE

In the event that a delivery person loses his/her license, he/she shall be permitted a leave up to twelve (12) months but must reinstate his/her license at the earliest possible time without delay. Upon the expiration of the twelve (12) month period, the delivery person would either resume his/her driving duties, or lose his/her employment. An employee may exercise the provision of this Article only one (1) time. Only for duration of the leave of absence, the Company will be allowed to hire a part-time employee with no guarantee of forty (40) hour workweek.

ARTICLE 30--NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any qualified individual or employee with respect to their hiring, compensation, terms, conditions, or opportunities of employment because of such individual's race, color, religion, age, sex, disability, national origin, or

AGREEMENT

between

**KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS
EVANSVILLE, INDIANA DISTRIBUTION CENTER**

and

**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION 215, Evansville, Indiana
affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

Effective October 21, 2012 through October 19, 2015

RECEIVED

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**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is made and entered into by and between KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, Evansville, Indiana Distribution Center, hereinafter call the "Employer" and CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION 215 of Evansville, Indiana, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit

The Employer recognizes the Union as the sole collective bargaining agent for all of its employees engaged as drivers and stockhandlers at the Evansville, Indiana Distribution Center of the Employer, excluding all other employees including office clerical employees, salesmen, sales step-van drivers, sales promotion field men, guards and supervisory employees as defined the Act as amended.

1.2 Union Membership

All drivers and stockhandlers now employed by the Employer may be members in good standing of Local Union 215 of Evansville, Indiana, as a condition of continued employment.

When new help is required any so employed who are not members of the Union may make application and become members of the Union on the 31st day from the date of their employment and shall remain members as a condition of continued employment. It is understood and agreed that if future legislation permits a union security agreement in Indiana, the above provision shall be superseded by the provisions of Section 1.2 of the Agreement existing between the parties hereto prior to October 21, 2012.

1.3 Applicable Law

This Article shall be subject to the provisions of the Labor Management Relations Act of 1947 and the rulings and regulations issued thereunder.

ARTICLE 2 – MANAGEMENT RIGHTS

The management of the Company's business and the direction of the working forces, including the right to transfer geographical territory and/or accounts, the right to plan, direct and control Distribution Center operations, to hire, suspend or introduce new or improved methods or facilities, and the right to establish and maintain rules and regulations covering the operations of the Distribution Center are vested solely in the Company.

employee shall be entitled to be absent from work not more than one (1) regular working day to attend the funeral service. During such absence the employee shall be compensated at his/her straight-time hourly classification rate for such regular working time lost. Such absentee compensation shall not include pay for loss of overtime, vacation time or premium pay. It shall include paid holiday pay and night premium pay.

Employees must have completed their probationary period in order to become eligible for funeral leave pay.

ARTICLE 15 - JURY DUTY

An employee selected for jury duty shall be entitled to the difference between any remuneration paid to him for such jury service and his or her regular straight-time classification pay for eight (8) hours for each day of jury service, provided such service is on the employee's regularly scheduled work day. Proof of attendance for jury service shall be required.

An employee must have completed the probationary period to qualify for Jury Duty pay differential.

ARTICLE 16 - INSURANCE

16.1 Employer Contribution

Effective October 26, 2003, the Employer agrees to contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund Benefit Modified C4 Plan for all active regular full-time employees who have been on the payroll thirty (30) days or more, the following:

Effective October 21, 2012	\$284.50 per week per employee
Effective October 20, 2013	\$313.00 per week per employee
Effective October 19, 2014	\$344.30 per week per employee

16.2 Employee Contribution

Employees shall make weekly co-contributions equal to twelve percent (12%) of the health and welfare premium as follows:

Effective October 21, 2012	\$34.14 per week
Effective October 20, 2013	\$37.56 per week
Effective October 19, 2014	\$41.32 per week

ARTICLE 17 - PENSION

17.1 Employer Contribution

The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund (Schedule B) for each regular full-time employee who has been on the payroll thirty (30) days or more, as follows:

Effective October 21, 2012	\$132.80 per week maximum
Effective October 20, 2013	\$138.10 per week maximum
Effective October 19, 2014	\$143.60 per week maximum

17.2 Sole Pension Fund

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas Contracts to which the Company, which is party to this contract, is also a party.

17.3 Trust Agreement

By the execution of this Agreement and the Central States, Southeast and Southwest Areas Pension Fund Participation Agreement, the Union and the Employer agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

17.4 Illness and Injury

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

17.5 Temporary, Part-Time or Vacation Relief Employees

The parties agree that in the event that an individual employed on a temporary, part-time or vacation relief basis works 1,000 hours or more in a 12 month period, he/she will be considered a regular full-time employee for purposes of participation in the Central States

Pension Fund and all hours worked by him/her thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular full-time employees.

17.6 Delinquent Payment

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of the period in the payment of its contributions to the Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Company of such delinquency in pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Company shall be responsible to the employees for losses resulting therefrom.

ARTICLE 18 - PICKET LINE

It is agreed by the Company and the Union that there shall be no strikes, sympathy strikes, jurisdictional strikes, lockouts, work stoppages, or slowing of operations for any reason whatsoever, at any time during the life of this Agreement.

It shall not be deemed a violation of this Agreement for members of said Union to refuse to cross upon or pass through any picket line at an established business that Kellogg's Snacks delivers to which is recognized by the Local Union and sanctioned by the International. Under these conditions, the Company has the right to make deliveries by any means deemed necessary.

ARTICLE 19 - MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 20 - SAFE EQUIPMENT

Drivers shall not be required to drive any equipment that is not mechanically safe to conform to all Federal, State and City safety regulations.

ARTICLE 21 - MILITARY SERVICE

The Employer will comply with Federal Law regarding service in the military.

AGREEMENT

between

KELLOGG SALES COMPANY dba
KELLOGG'S SNACKS
DES MOINES, IOWA T.S.A. OPERATION

and

TEAMSTERS LOCAL UNION NO. 238

Effective March 1, 2015 to February 24, 2018

RECEIVED

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**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made and entered into by and between KELLOGG SALES COMPANY dba KELLOGG'S SNACKS, Des Moines, Iowa T.S.A. Operation, hereinafter called the "Employer" and TEAMSTERS LOCAL UNION NO. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

ARTICLE 1--RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all of its employees engaged as delivery persons and stockhandlers at the Des Moines, Iowa T.S.A. Operation of the Employer.

ARTICLE 2--MANAGEMENT RIGHTS CLAUSE

The management of the Company's business and the direction of the working forces, including the right to transfer work, the right to plan, direct and control T.S.A. operations, to hire, suspend or introduce new or improved methods or facilities, and the right to establish and maintain rules and regulations covering the operations of the T.S.A. Operation, a violation of which shall be among the causes for discharge are vested in the Company, provided, however, that this right shall be exercised with due regard for the reasonable rights of the employees and provided further that it will not be used for the purpose of discrimination against any Union Steward or any other member of the Union. It is understood, however, that any employee suspended, demoted, or discharged shall have the right to take up his or her complaint as provided in the Grievance Clause of this Agreement.

ARTICLE 3--MEMBERSHIP

3.1 Union Membership

Should the Iowa Anti-Closed Shop Law, which became effective on April 28, 1947, be declared unconstitutional or unenforceable, the Employer and the Union agree to amend the contract on the date of such declaration by the insertion of the following clause:

All workers employed by the Employer and coming under the Union's jurisdiction shall be members in good standing of Local Union No. 238.

3.2 New Employees - Probationary Period

When new help is required, any help so employed who are not members of the Union shall make application to become members of the Union on or after *sixty (60)* working days from date of

18.2 Employee Co-Contribution

The Company shall deduct a sum of ten percent (10%) of the appropriate weekly health and welfare contribution from the paycheck of each employee covered by this Agreement who has been on the payroll **thirty (30)** days or more for the purpose of co-contributing to the Central States, Southeast and Southwest Areas Health and Welfare Fund, Plan A.

Employee co-contributions shall be made on a pre-tax basis.

18.3 Illness, Injury & Leave of Absence

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

18.4 Applicable Law

All of the foregoing is subject to all respects to the provisions of the Labor Management Relations Act of 1947 and to any other applicable laws.

ARTICLE 19--PENSION

19.1 Rates of Contribution

Effective **March 1, 2015**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund to provide Benefit Class 15C, the sum of **one hundred twenty one dollars and ten cents (\$121.10)** per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Effective **February 28, 2016**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund to provide Benefit Class 15C, the sum of **one hundred twenty five dollars and ninety cents (\$125.90)** per week for each employee covered by this agreement who has been on the payroll for thirty (30) days or more.

Effective **February 26, 2017**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund to provide Benefit Class 15C, the sum of **one hundred thirty dollars and ninety cents (\$130.90)** per week for each employee covered by this agreement who

has been on the payroll for thirty (30) days or more.

19.2 Trust Agreement

By the execution of this Agreement, the Union and the Employer agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund, pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Agreement and the rules adopted

19.3 Illness, Injury & Leave of Absence

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

19.4 Contribution Requirement

Contributions to the Pension Fund must be made for each week for each regular or extra employee even though such employee may work only part-time under the provisions of this contract. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this contract.

ARTICLE 20--FUNERAL LEAVE

In the event of death in the employee's immediate family (employee's parents, spouse, children, brother, sister, father-in-law, mother-in-law, grandchild, grandfather, grandmother, brother-in-law, sister-in-law, spouse's grandmother and grandfather), the employee shall be entitled to be absent from work for a period of not more than three (3) regular working days when such absence is necessary to make arrangements for and attend the funeral. During such absence the employee shall be compensated at his/her straight-time hourly classification rate for regular working time lost. Such absentee compensation shall not include pay for loss of overtime, vacation time, or premium pay. It shall include base pay, holiday pay and night premium pay. New employees must be on the payroll for one (1) year in order to receive pay for funeral leave.

AGREEMENT

THIS AGREEMENT made and entered into between KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, Springfield, Missouri Distribution Center, party of the first part, hereinafter called the "Employer" and Local 245, International Brotherhood of Teamsters, party of the second part, hereinafter called the "Organization".

WITNESSETH: That whereas both parties are desirous of preventing strikes and lockouts, maintaining a uniform wage scale, working hours and conditions among members of the Organization, concern, individuals and corporations employing cracker drivers and stockhandlers, and to facilitate a peaceful adjustment of grievances and disputes which may arise from time to time between the Employer and its individual employees, it is agreed that the following conditions shall prevail:

ARTICLE 1--UNION SECURITY

1.1 Union Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all of its employees engaged as drivers and stockhandlers at the Springfield, Missouri Distribution Center of the Employer, but excluding all office employees and all office clerical employees, all store-door sales employees and step-van sales employees, all professional employees, guards and supervisors as defined in the Act.

1.2 Union Membership

All drivers and stockhandlers employed by the Employer shall be members in good standing of Local Union No. 245, Springfield, Missouri, as a condition of continuous employment.

1.3 Probationary Period

New employees shall be on probation during the first ninety (90) calendar days after employment and during such probationary period may be laid off or discharged with or without cause. At the end of the aforementioned probationary period, the employee shall become subject to the terms and conditions of this contract.

1.4 Applicable Laws

This clause shall be subject to the provisions of the Labor Management Relations Act of 1947 and the rulings and regulations issued thereunder.

21.4 Deduction Card

Before making any deduction, the Employer shall be furnished with the original deduction authorization card duly executed by the employee.

21.5 Deferred Payment Plan

If the employees choose to elect the deferred payment plan in connection with the initiation fee the deductions covering said initiation fee shall be deducted each week as specified following receipt of signed authorization card.

ARTICLE 22--PENSION

22.1 Rates of Contribution

Effective January 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Class 17B, the sum of One Hundred Sixty - Eight Dollars and Seventy Cents (\$168.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective January 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Class 17B, the sum of One Hundred Eighty-Two Dollars and Twenty Cents (\$182.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective January 1, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Class 17B, the sum of One Hundred Ninety-Six Dollars and Eighty Cents (\$196.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

The parties agree that if, for whatever reason, the Company makes any payments to the Central States, Southeast and Southwest Area Pension Fund (or a third party or government entity that relates to participation in that fund) that are more than the maximum contribution required by this Agreement, the Company may recover that excess payment. Recovery of an excess payment will be by offset of the overpayment by one or both of the following, until the Company requires the excess payment amount: 1.) reduction in any wage increase due employees under this Agreement; 2.) pro rata reduction of the wage rates then applicable to employees. The parties agree that the Company may unilaterally choose the means in which recovery is made, although the Company agrees to consult with the Union as to its preferred method of recovery.

If at any time during the term of this Agreement there is federal legislation enacted that permits a reduction or potential reduction to the Company's contribution rate under this Agreement, and such reduction is authorized by the Central States Trustees, such reduction would become effective immediately upon the effective date of such legislation.

Notwithstanding any other term of this pension provision, the contribution rate reductions or freezes described in this provision will be available under this agreement if and only if they are expressly authorized by applicable law and permitted as to this specific collective bargaining agreement by amendment to the Fund Rehabilitation Plan or other authorized action by the Fund's Board of Trustees.

22.2 Trust Agreement

By the execution of this Agreement and the Central States, Southeast and Southwest Areas Pension Fund Participation Agreement, the Union and the Employer agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund, pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

22.3 Illness, Injury and Leave of Absence

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

22.4 Contribution Requirement

Contributions to the Pension Fund must be made for each week for each regular or part-time employee who receives compensation for that week under the provisions of this contract. Employees who work either temporarily or in cases of emergency shall not be covered by the provisions of this paragraph unless they work 1,000 hours or more in any twelve (12) month period.

A G R E E M E N T

between

**KELLOGG SALES COMPANY
d/b/a KELLOGG'S SNACKS
Columbus, Ohio TSA**

and

TEAMSTERS LOCAL UNION NO. 284

Term: April 1, 2014 through March 31, 2019

RECEIVED

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**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT negotiated by and between the Kellogg Sales Company, d/b/a Kellogg's Snacks, Columbus, Ohio TSA, located at 4333 Directors Boulevard, Groveport, Ohio and its successors (hereinafter referred to as "Employer"), and Teamsters Local Union No. 284, of Columbus, Ohio, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as "Local").

WITNESSETH: That Local and Employer, acting by their authorized agents agree as follows:

ARTICLE 1--RECOGNITION

The Employer recognizes Local No. 284 as the sole bargaining agent for truck drivers and warehousemen operating out of said location.

ARTICLE 2--UNION SECURITY

2.1 Union Membership

It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement shall, on or after the 31st day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date, shall, on or after the 31st day following the beginning of such employment, become and remain members in good standing in the Union.

2.2 Probationary Period

The probation period shall be sixty (60) days worked by the employee. During the probation period, the Company shall have the right to discharge employees and the employee shall have no recourse through the union or the grievance procedure.

Newly hired employees shall accumulate no seniority nor be eligible for any benefits outlined in this Agreement, i.e., holidays, funeral leave, jury duty and health and welfare, until they have completed their sixty (60) working days probationary period.

5.9 Saturday/Sunday Work

Employees reporting for work on Saturday shall receive one and one-half (1½) times the straight-time hourly classified rate for all hours worked on Saturday. Double (2) time the straight-time hourly rate of pay will be paid for all hours worked on a shift starting on Sunday.

5.10 Overtime

Overtime will be offered by seniority within the classification where the overtime is required. If no one volunteers for said overtime, it will be offered to all employees on the combined seniority list. Should no one volunteer to work the overtime from the combined seniority list, the Company has the right to force the least senior employee to do the work regardless of classification. Any work performed on Saturday or Sunday shall be offered by seniority provided the employee has the fitness and ability to perform the required work.

ARTICLE 6--WELFARE INSURANCE PROGRAM

6.1 Rates of Contribution

Effective January 1, 2015, the Company agrees to provide the employee covered here under a non-occupational Health and Welfare Program, the details of which will be described in a booklet that is to be distributed to all covered employees. Coverage for new employees shall be effective on the first day of the month following the successful completion of the probationary period.

6.2 Employee Co-Contribution

All employees shall make weekly co-contributions of twenty dollars (\$20) per week effective 1/1/15 through payroll deductions. Said co-contribution shall be made on a pre-tax basis.

6.3 Retiree Healthcare Credit Account:

As part of the Health and Welfare Program, the Company will provide eligible employees with a Retiree Healthcare Credit Account, the details of which will be described in a booklet that is to be distributed to all covered employees.

ARTICLE 7--PENSIONS

7.1 Fund Name

Effective February 1, 1960, the Employer agrees to begin participation in the Central States, Southeast and Southwest Areas Pension Fund for the term of this Agreement.

7.2 Covered Employees/Worktest

The Employer's obligation to make contributions to said Pension Plan shall be governed by the following provisions:

For all employees in the Bargaining Unit covered by the Collective Bargaining Agreement, with thirty (30) days or more of service, who work one (1) or more days in a given workweek. Any day for which an employee receives compensation in accordance with the provisions of the Collective Bargaining Agreement shall be considered the same as a day worked.

7.3 Illness/Off-The-Job Injury

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

7.4 On-The-Job Injury

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

7.5 Administration

The Pension Fund shall be administered by a joint Board of Administration, with equal representation by both Union and Management to be established for the purposes of providing pensions for all employees covered by this Collective Bargaining Agreement.

7.6 Applicable Laws

The said Pension Fund so established shall qualify under any appropriate sections of the Internal Revenue Code of 1954 so as to insure that the Employer's contributions thereto will be considered as ordinary business expense in the tax year in which the payments are made. All documents incident thereto, must be drawn to conform with all Federal and State Laws.

7.7 Trust Agreement

In consideration of the provisions of Section 7.5 and 7.6 above being properly complied with, the Employer agrees to sign and participate in an Agreement and Declaration of Trust establishing said Fund.

7.8 Joint Pension Plan

The Union, as Bargaining Agent for each of the employees of the Employer covered by this Agreement, agrees, on behalf of each of the said employees who are now participants or who may otherwise be entitled to become, at any future date, participants in any existing pension plan originally established by an Employer, that each of said employees, in consideration of the benefits to be received by him/her under the joint Union - Management Pension Plan to be established hereunder, does hereby withdraw from, and surrender, release and relinquish any and all rights, privileges and benefits in said Employer's Pension Plan, and in any other existing privileges or benefits directly or indirectly related to said Employer's Pension Plan, with the sole exception of his/her right to refunds of any contributions made by him/her to said Plan with interest, if so provided there under.

7.9 Rates of Contribution

Effective April 1, 2014, the Employer's rate of contribution shall be **\$140.20** per week, per employee, to provide Benefit Class 16.

Effective April 1, 2015, the Employer's rate of contribution shall be **\$148.60** per week, per employee, to provide Benefit Class 16.

Effective April 1, 2016, the Employer's rate of contribution shall be **\$154.50** per week, per employee, to provide Benefit Class 16.

Effective April 1, 2017, the Employer's rate of contribution shall be **\$160.70** per week, per employee, to provide Benefit Class 16.

Effective April 1, 2018, the Employer's rate of contribution shall be **\$167.10** per week, per employee, to provide Benefit Class 16.

The parties agree that if, for whatever reason, the Company makes any payments to the Central States, Southeast and Southwest Area Pension Fund (or a third party or government entity that relates to participation in that fund) that are more than the maximum contribution required by this Agreement, the Company may recover that excess payment. Recovery of an excess payment will be by offset of the overpayment by one or both of the following, until the Company requires the excess payment amount: 1.) reduction in any wage increase due employees under this Agreement; 2.) pro rata reduction of the wage rates then applicable to employees. The parties agree

that the Company may unilaterally choose the means in which recovery is made, although the Company agrees to consult with the Union as to its preferred method of recovery.

If at any time during the term of this Agreement there is federal legislation enacted that permits a reduction or potential reduction to the Company's contribution rate under this Agreement, and such reduction is authorized by the Central States Trustees, such reduction would become effective immediately upon the effective date of such legislation.

ARTICLE 8--HOLIDAYS

8.1 Days Observed

Subject to the conditions hereinafter stated, the following holidays shall be allowed with eight (8) hours' pay for all employees hired prior to April 1, 2008 and covered hereunder, except that new employees hired prior to April 1, 2008 must have completed their probation period and employees must be on the payroll for one (1) year in order to receive the Birthday Holiday:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	*Employee's Birthday
	**Three (3) Floating Holidays

Provided the Company gives two (2) weeks' notice to employees, a holiday may be moved to accommodate business demands. If, after Management gives the two weeks' notice, Management comes back and states that they do not need any or all of the employees, then the employees that are not called into work will receive four (4) hours of call-in pay for the day(s) not utilized.

*Each employee will be allowed to observe the Friday of the week in which his/her birthday falls as a holiday. By mutual agreement, this holiday may be granted on Friday in the week prior, week of, or week after the employee's birthday.

**These holidays can be taken with one (1) week's prior notice and management's approval.

For employees hired on or after April 1, 2008, the following shall designate their holidays:

Less than one year of service – Two (2) holidays:

Christmas Day and Thanksgiving Day

One year but less than two years of service – Three (3) holidays:

#3 Union

AGREEMENT

between

KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS, LOUDON, TENNESSEE
DISTRIBUTION CENTER

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION NO. 519

Term: July 1, 2012 through June 26, 2015

RECEIVED

NOV 09 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement is made between KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, Loudon, Tennessee Distribution Center, hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 519 of TENNESSEE, hereinafter referred to as the "Union."

The **Local** Union is affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, but the INTERNATIONAL BROTHERHOOD OF TEAMSTERS is not a contracting party hereto.

The Employer and the Union agree to be bound by the following terms covering wages and working conditions:

ARTICLE 1--RECOGNITION

It is understood that the Employer agrees to recognize **Teamsters** Local Union No. 519 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, as the sole bargaining agency for drivers, floormen, extra floormen and working foremen, excluding office, clerical, supervisory employees, sales personnel (which includes step van sales personnel) and agrees not to discriminate in any way against the employees of said Local No. 519 on account of their Union affiliation.

ARTICLE 2--UNION SHOP AND DUES

2.1 Exclusive Bargaining Agent

The Employer recognizes and acknowledges that the above **Local** Union, is the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

2.2 Union Membership

All present employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirtieth (30th) day following the beginning of their employment or on and after the thirtieth (30th) day following the effective date of this subsection, whichever is later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

If at any time during the term of this Agreement a national health insurance program (or other similar state or local health care program that mandates rates or benefits other than those negotiated) is enacted, the parties will reopen this Agreement for the purposes of modifying their contract and its language to comply with any legal mandate(s) of the health insurance legislation, as well as to adjust, through the negotiation process, the health care benefits provided under this Agreement at no additional cost to the employer.

ARTICLE 21--PENSION

Effective July 1, **2012**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred seven dollars and fifty cents (\$107.50)** per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more to provide Pension Plan #15C.

Effective July 1, **2013**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred and eleven dollars and eighty cents (\$111.80)** per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more to provide Pension Plan #15C.

Effective July 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred and sixteen dollars and thirty cents (\$116.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more to provide Pension Plan #15C.

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

If at any time during the term of this Agreement there is federal legislation enacted that permits a reduction or potential reduction to the Company's contribution rate under this Agreement, and such reduction is authorized by the Central States Trustees, such reduction

would become effective immediately upon the date authorized by the Fund's Board of Trustees.

Notwithstanding any other term of this pension provision, the contribution rate reductions or freezes described in this provision will be available under this Agreement if and only if they are expressly authorized by applicable law and permitted as to this specific Collective Bargaining Agreement by amendment to the Fund Rehabilitation Plan or other authorized action by the Fund's Board of Trustees.

ARTICLE 22--CHECKOFF

22.1 Deductions

The Employer agrees to a checkoff of Union membership dues consisting of monthly dues, initiation fees and uniform assessments for all Union employees covered by this Agreement provided that the Union delivers to the Employer a written authorization, signed by the employee, irrevocable for one (1) year or expiration of this Agreement, whichever shall occur sooner.

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer such authorization together with an itemized statement of dues, initiation fees and uniform assessments owed, to be deducted for such month from the pay of such members. The Employer shall deduct and remit to the Union in one lump sum the amount so certified in respect to each such member from the first paycheck of such member following the receipt of such certification of statement and within seven (7) days following such deduction remit the same to the Union. Checkoff procedure and timing may be worked out locally.

22.2 Hold Harmless

The Union agrees to save Company harmless from any action or actions growing out of these deductions and commenced by an employee who has executed such assignment and authorization against Company and assume full responsibility for the disposition of the funds so deducted once such funds have been turned over to the Union as above provided.

ARTICLE 23--BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

AGREEMENT

between

**KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS
OMAHA, NEBRASKA DISTRIBUTION CENTER**

and

GENERAL DRIVERS & HELPERS LOCAL UNION 554

Effective July 1, 2014 through June 30, 2017

RECEIVED

AUG 11 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, OR SUCCESSOR, Omaha, Nebraska Distribution Center, hereinafter designated as "Company" and GENERAL DRIVERS & HELPERS LOCAL UNION 554 of Omaha, Nebraska, or successors, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union" agree to be bound by the following terms and provisions covering wages and working conditions:

ARTICLE 1--RECOGNITION

The Company recognizes the Union as the sole bargaining agent for its distribution delivery drivers operating out of its Distribution Center located in the city of Omaha, Nebraska but excluding all other employees, all office employees, and all office clerical employees, all store-door sales employees and step-van sales employees, all professional employees, guards and supervisors as defined in the Act.

It is understood and agreed that if applicable State and Federal laws which prohibit the signing of closed or Union shop contracts shall be declared unconstitutional by the Supreme Court of the United States during the term this Agreement is in force and effect, the above provision shall be superseded by the provisions of Section II of the Agreement existing between the parties hereto prior to December 31, 1947.

ARTICLE 2--MANAGEMENT RIGHTS

The management of the Company's business and the direction of the working forces, including the right to transfer work, the right to plan, direct and control distribution center operations, to hire, suspend or discharge for proper cause, the right to study or introduce new or improved methods or facilities, and the right to establish and maintain rules and regulations covering the operations of the distribution center, a violation of which shall be among the causes for discharge, are vested in the Company, provided, however, that this right shall be exercised with due regard for the reasonable rights of the employees and provided further that it will not be used for the purpose of discrimination against any Union Steward or any other member of the Union. It is understood, however, that any employee suspended, demoted, or discharged shall have the right to take up his or her complaint as provided in the Grievance Clause of this Agreement.

16.3 Continued Coverage

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

ARTICLE 17--PENSION

17.1 Contributions

Effective July 1, 2014, the Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, Benefit Class 17b, a contribution of one hundred ninety-six and eighty cents (\$196.80) per week for all regular full-time employees covered by this collective bargaining agreement after they have been on the Employer's payroll for 60 days worked by the employee.

Effective July 1, 2015, the Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, Benefit Class 17b, a contribution of two hundred twelve dollars and fifty cents (\$212.50) per week for all regular full-time employees covered by this collective bargaining agreement after they have been on the Employer's payroll for 60 days worked by the employee.

Effective July 1, 2016, the Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, Benefit Class 17b, a contribution of two hundred twenty-five dollars and thirty cents (\$225.30) per week for all regular full-time employees covered by this collective bargaining agreement after they have been on the Employer's payroll for 60 days worked by the employee.

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

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

17.2 Absent Employees

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

17.3 Delinquent Payments

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

17.4 The Fund

It is agreed that the Pension Fund will be administered jointly by the Employers and Union, in compliance with all applicable laws and regulations, both state and federal.

By the execution of this Agreement, the Union and the Company agrees to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund and all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund, pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

AGREEMENT

between

**KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS
Appleton, Wisconsin TSA Operation**

and

**GENERAL TEAMSTERS
LOCAL 662**

Effective November 1, 2014 through October 31, 2017

RECEIVED

MAR 10 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made and entered into by and between KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, Appleton, Wisconsin Truck Station Away (TSA) Operation, hereinafter referred to as "Company" and the I.B. of T.C.W. and H. of A., GENERAL TEAMSTERS UNION LOCAL 662, Appleton, Wisconsin, hereinafter referred to as "Union".

WITNESSETH:

ARTICLE 1--RECOGNITION

1.1 Union Recognition

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

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

The term "employee" as used in this Agreement shall include truck drivers employed at the Appleton, Wisconsin TSA of Company.

1.2 Extra Contract Agreements

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

1.3 Non-Discrimination

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

ARTICLE 2--REPRESENTATION

2.1 Union Recognition

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

permitted all legal or economic recourse in its support of its demands notwithstanding any provisions in this Agreement to the contrary.

ARTICLE 21--JOB STEWARDS

21.1 Union Right To Designate

The Company recognizes the right of the Union to designate job steward and alternates from the Company's seniority list.

21.2 Limitation of Authority

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (2) The collection of dues when authorized by appropriate local Union action.
- (3) The transmission of such messages and information, which shall originate with, and are authorized by, the local Union or its officers, provided such messages and information have been,
 - (a) Reduced to writing, or
 - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.

Job stewards and alternates have no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Union.

The Company recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

ARTICLE 22--PENSION

22.1 Employer Contributions

Effective November 1, 2014, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund (Benefit Class 16) the sum of **one hundred forty dollars and twenty cents (\$140.20)** (a 6% increase) per week for each full-time employee covered by this Agreement who has completed his/her probationary period.

Effective **November 1, 2015**, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund (Benefit Class 16) the sum of **one hundred forty-eight dollars and sixty cents (\$148.60) (a 6% increase)** per week for each full-time employee covered by this Agreement who has completed his/her probationary period.

Effective **November 1, 2016**, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund (Benefit Class 16) the sum of **one hundred fifty-four dollars and fifty cents (\$154.50) (a 4% increase)** per week for each full-time employee covered by this Agreement who has completed his/her probationary period.

22.2 Part-Time Employee Eligibility

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

22.3 Trust Agreement

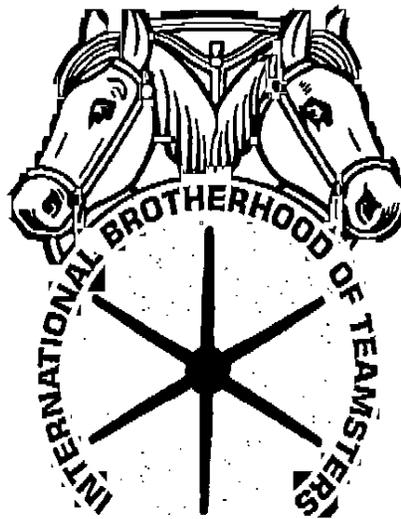
The Union and the Company agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund, pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

22.4 Illness, Injury and Leave of Absence

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

AGREEMENT BETWEEN

**TEAMSTERS LOCAL UNION NO. 688
St. Louis, MO**



AND

**Kellogg's Snacks
August 1, 2012
through
July 31, 2015**

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**CONTRACT
DEPARTMENT**

TEAMSTERS LOCAL UNION NO. 688

EXECUTIVE BOARD

Michael Goebel Secretary-Treasurer
& *Principal Officer*

Dave Lalumondier President

Roland Lewis Vice-President

John Becker Jr. Recording Secretary

Steve Casey Trustee
Virginia Duckworth Trustee
Carl Williams Trustee

Business Representative
Assigned to service this contract

Jim Stuckel

Phone 314-513-5811

Fax 314-426-4450

Email: jstuckel@688online.org

AGREEMENT

This Agreement made by and between KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, ST. LOUIS, MISSOURI DISTRIBUTION CENTER, or its successors, located at 4315 Green Ash Drive, Earth City, Missouri 63045, hereinafter called the "Employer", party of the first part, and TEAMSTERS LOCAL UNION NO. 688, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, party of the second part, hereinafter called the "Union", is for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE 1--NEGOTIATIONS

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

ARTICLE 2--RECOGNITION

2.1 Union Recognition

The Employer agrees to recognize, and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agent for all Drivers, Warehousemen and Tractor-Trailer Drivers.

2.2 Extra Contract Agreements

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

2.3 Non-Discrimination

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

ARTICLE 3--REPRESENTATION

The Union shall be represented by Stewards on the basis of one Steward for Drivers and one for Warehousemen. The Stewards shall be selected in any manner determined by the Union. The name of the Stewards shall be certified in writing by the Union to the Employer.

Effective April 2, 2007 \$250.00 for 26 weeks

The above benefits will begin the eighth day for illness and accidents; first day hospitalization. In order to qualify for benefits, the employee must meet the total definition of disability.

The Employer will also provide for the difference between Workers' Compensation and the above-stated amounts in the event the employee is injured on the job and is covered by Workers' Compensation.

ARTICLE 22--401(K) SAVINGS PLAN

The Company shall place into effect the Company-sponsored 401(k) Savings Plan for organized employees.

ARTICLE 23--PENSION

23.1 Employer Contributions

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

First Year of Collective Bargaining Agreement

Effective July 31, 2013, the Employer shall contribute to the Fund the sum of **one hundred sixty-two dollars and sixty cents (\$162.60)** per week for each employee covered by the Collective Bargaining Agreement who has completed their probationary period to provide coverage under Plan 17b.

Second Year of Collective Bargaining Agreement

Effective July 31, 2014, the Employer shall contribute to the Fund the sum of **one hundred seventy-four dollars (\$174.00)** per week for each employee covered by the Collective Bargaining Agreement who has completed their probationary period to provide coverage under Plan 17b.

Third Year of Collective Bargaining Agreement

Effective July 31, 2015, the Employer shall contribute to the Fund the sum of **one hundred eighty-four dollars and forty cents (\$184.40)** per week for each employee covered by the Collective Bargaining Agreement who has completed their probationary period to provide coverage under Plan 17b.

23.2 Trust Agreement

By the execution of this Agreement and the Central States, Southeast and Southwest Areas Pension Fund Participation Agreement, the Union and the Employer agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by

the trustees of said Trust Fund, pursuant to said Trust Agreement, and all of the actions of the trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

23.3 Continued Coverage

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

23.4 Covered Employees

Contributions to the Pension Fund must be made for each week for each regular or extra employee even though such employee may work only part-time under the provisions of this contract. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

ARTICLE 24--HOLIDAYS

24.1 Days Observed

All employees having actually worked forty-five (45) days, shall receive eight (8) hours' pay for the following holidays without working on said days. Refer to Article 24, Section 24.4.

New Year's Day	Thanksgiving Day
Easter Monday	December 24th
Decoration Day	Christmas Day
Fourth of July	Two (2) Personal Holidays
Labor Day	

Employees will be granted two (2) Personal Holidays annually to be scheduled with two (2) weeks advanced notice and approval by management. Personal Holidays will be managed on a first come, first serve basis with seniority being the determining factor should multiple employees request the same date at the same time.

Only one (1) employee may be scheduled off on a Personal Holiday on a given day and not to be celebrated in the same week as another holiday. Personal Holidays must be scheduled and taken between January 1 and December 31.

A G R E E M E N T

between

KELLOGG SALES COMPANY
d/b/a KELLOGG'S SNACKS
WICHITA, KANSAS TSA OPERATION

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION NO. 795

Effective May 1, 2013 through April 30, 2016

RECEIVED

AUG 06 2013

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into at Wichita, Kansas, by and between KELLOGG SALES COMPANY, d/b/a KELLOGG'S SNACKS, WICHITA, KANSAS TSA OPERATION, hereinafter called the "Company", and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 795, hereinafter called the "Union". This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

ARTICLE 1--RECOGNITION

The Company recognizes the Union as the sole bargaining agent for all of its employees engaged as drivers and warehousemen at the Wichita, Kansas TSA Operation of the Company excluding clerical, sales and route sales/driver employees.

ARTICLE 2--UNION SECURITY

Should the Kansas "Right-to-Work Law" which became effective on November 4, 1958, be declared unconstitutional or unenforceable, the Company and the Union agree to amend the contract on the date of such declaration by the insertion of the following clause:

All truck drivers and warehouse employees employed by the Company coming under the Union's jurisdiction shall be members in good standing of Local Union No. 795.

When new help is required, any help so employed who are not members of the Union shall make application to become members of the Union on or after thirty (30) days from the date of employment.

This clause shall be subject to the provisions of the Labor Management Relations Act of 1947 and the rulings and regulations issued thereunder.

ARTICLE 3--STEWARD

The Company recognizes the right of the Union to designate a job steward and alternate to handle such Union business as may, from time to time, be delegated to them by the Union executive officer. The job steward shall be an employee of the Company.

ARTICLE 4--UNION BUSINESS

The Company agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority and without pay, to any employee designated by the Union to serve in any capacity on official Union business, provided forty-eight (48) hours' written notice is given to the Company by the Union specifying length of time off and such absence will not delay or restrict the Company's ability to efficiently service their customers.

those employees on a four (4) day workweek schedule except as follows: If two (2) unworked holidays fall within Monday through Saturday, only one (1) holiday shall be counted as time worked (eight (8) hours) for the purpose of computing weekly overtime.

ARTICLE 28--JURY DUTY

The Company agrees to reimburse any employee who is required to serve on a jury -- municipal, county, state or federal -- for the difference between the amount of jury pay received and the amount such employee would have earned during the time he or she is serving on a jury on the basis of straight-time pay per day, Monday through Friday, at his or her regular rate of pay.

The employee, before receiving such pay, must give to the Company evidence of the fact that he or she has served on a jury by exhibiting to Company the check or voucher received from the proper authorities for serving on the jury, together with a statement of the number of days such employee so served.

ARTICLE 29--FUNERAL LEAVE

In the event of death in an employee's immediate family (employee's parents, spouse, children, brothers, sisters, father-in-law, mother-in-law, brother-in-law or sister-in-law) the employee shall be entitled to be absent from work for a period of not more than three (3) regular working days when such absence is necessary to make arrangements for and attend the funeral. In the event of death of an employee's grandfather or grandmother, the employee shall be entitled to be absent from work not more than one (1) regular working day to attend the funeral. During such absence, the employee shall be compensated at his or her straight-time hourly classification rate for regular working time lost. Such absentee compensation shall not include pay for loss of overtime, vacation time or premium pay. It shall include base pay and holiday pay.

The Company will accept newspaper notice or a coroner's statement as proof of death.

ARTICLE 30--PENSION

30.1 Employer Contribution

Effective May 1, 2013, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of One Hundred Thirty-Seven Dollars and Sixty Cents (137.60) per week for each employee covered by this Agreement who has been on the payroll for sixty (60) days worked or more for Schedule B.

Effective May 1, 2014, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of One Hundred Forty-Three Dollars and Ten Cents

(\$143.10) per week for each employee covered by this Agreement who has been on the payroll for sixty (60) days worked or more for Schedule B.

Effective May 1, 2015, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of One Hundred Forty-Eight Dollars and Eighty Cents (\$148.80) per week for each employee covered by this Agreement who has been on the payroll for sixty (60) days worked or more for Schedule B.

30.2 Trust Agreement

By the execution of this Agreement, the Union and the Company agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund, pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

30.3 Illness, Injury, or Leave of Absence

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

30.4 Covered Employees

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

ARTICLE 31--CHECKOFF

31.1 Deductions

The Company agrees that on an employee's written authorization and subject to the provisions of the Labor Management Relations Act of 1947, and the amendments thereto and the

AGREEMENT

between

**KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS
Oklahoma City, Oklahoma Distribution Center**

and

**TEAMSTERS LOCAL UNION NO. 886, affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

Effective May 1, 2014 through April 30, 2017

RECEIVED

AUG 19 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made and entered into by and between KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, Oklahoma City, Oklahoma Distribution Center, their successors and/or assigns hereinafter called the "Employer" and the TEAMSTERS LOCAL UNION NO. 886, Oklahoma City, Oklahoma, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union".

ARTICLE 1--RECOGNITION

The Employer recognizes Local Union No. 886 of the International Brotherhood of Teamsters, as the sole collective bargaining agent for all regular full-time drivers and warehousemen employed by Kellogg's Snacks at its Oklahoma City, Oklahoma Distribution Center; excluding all other employees including office clerical employees, salesmen, sales step-van drivers, sales promotion field men, guards and supervisory employees as defined in the Act as amended.

ARTICLE 2--UNION SECURITY

2.1 Union Membership

The Union shall be the sole representative in those classifications of employees covered by this Agreement in collective bargaining with the Employer. Should the Oklahoma "Right to Work Law", which became effective on September 25, 2001 be declared unconstitutional or unenforceable, the Company and the Union agree to amend the contract on the date of such declaration by the insertion of the language that was deleted in the collective bargaining agreement dated May 1, 1999 through April 30, 2002.

2.2 New Employee Probationary Period

Newly hired employees shall accumulate no seniority until they have completed a ninety (90) day probationary period nor be eligible for any benefits outlined in this Agreement, i.e., holidays, funeral leave, health and welfare and pension until they have completed ninety (90) days of the probationary period, unless extended by mutual agreement.

A probationary employee shall have no seniority rights whatsoever during the probationary period and may be discharged with or without cause, without notice, and without further recourse under any of the provisions of this Agreement. When an employee has successfully completed their probationary period, their seniority date will start from their first date of hire. At the end of such

coverage. The twelve percent (12%) contribution shall be deducted from the employee's weekly pay check.

26.3 Illness, Injury and Leave of Absence

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

26.4 Applicable Laws

All of the foregoing is subject in all respects to the provisions of the Labor Management Relations Act of 1947 and to any other applicable laws.

26.5 National Health Care

If at any time during the term of this Agreement a national health insurance program (or other similar state or local health care program that mandates rates or benefits other than those negotiated) is enacted, the parties will reopen this Agreement for the purposes of modifying their contract and its language to comply with any legal mandate(s) of the health insurance legislation, as well as to adjust, through the negotiating process, the health care benefits provided under this Agreement.

ARTICLE 27--PENSION

27.1 Employer Contributions

Effective May 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Class 16, the sum of one hundred and forty dollars and twenty cents (\$140.20) per week for each employee who has been on the payroll sixty (60) days or more.

Effective May 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Class 16, the sum of one hundred forty eight dollars and sixty cents (\$148.60) per week for each employee who has been on the payroll sixty (60) days or more.

Effective May 1, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Class 16, the sum of one hundred and fifty four dollars and fifty cents (\$154.50) per week for each employee who has been on the payroll sixty (60) days or more.

27.2 Trust Agreement

By the execution of this Agreement, the Union and the Employer agree to be bound and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund, pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

27.3 Illness, Injury and Leave of Absence

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

27.4 Contribution Requirements

In the event that an individual employed on a part-time, casual or vacation relief basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for the purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this contract.

27.5 Pension Payments

If at any time during the term of this Agreement there is federal legislation enacted that

permits a reduction or potential reduction to the Company's contribution rate under this Agreement, and such reduction is authorized by the Central States Trustees, such reduction would become effective immediately upon the date authorized by the Fund's Board of Trustees.

Notwithstanding any other term of this pension provision, the contribution rate reductions or freezes described in this provision will be available under this agreement if and only if they are expressly authorized by applicable law and permitted as to this specific collective bargaining agreement by amendment to the Fund Rehabilitation Plan or other authorized action by the Fund's Board of Trustees.

ARTICLE 28--WAGES AND HOURS

28.1 Classifications and Rates

The following shall be the wage schedule for those classifications of employees set forth below and subject to the terms of this Agreement.

	<u>Current</u>	<u>Effective 5.1.2014</u>	<u>Effective 5.4.2015</u>	<u>Effective 5.2.2016</u>
Delivery Persons	\$20.65	\$21.10	\$21.55	\$22.00
Transport Driver	\$20.90	\$21.35	\$21.80	\$22.25
Stockhandlers on the payroll prior to 5/1/90 or Forklift Bid Position / Replenishment	\$20.51	\$20.96	\$21.41	\$21.86
Stockhandler hired before 5/1/11	\$18.72	\$19.17	\$19.62	\$20.07
Stockhandler with CDL-A hired after 5/1/11 (90% of the delivery person's rate of pay)	\$18.72	\$19.17	\$19.62	\$20.07
New Hire First Year Starting Rate*	\$14.97	\$15.33	\$15.70	\$16.06
*80% of 5/1/11 Stockhandler Rate 1 st year				
*90% of 5/1/11 Stockhandler Rate 2 nd year				
*after third year move to 5/1/11 rate				
Casual Employees	\$13.00	13.45	13.45	13.45

*Wage increases shall become effective the Monday closest to the effective

28.2 Reporting Pay

Regular delivery persons, and stockhandlers ordered to report for work and who do so shall be guaranteed a minimum of four (4) hours' work or four (4) hours' pay for such day.

AGREEMENT

between

**KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS
KANSAS CITY, MISSOURI DISTRIBUTION CENTER
and**

**DEPARTMENT STORE, PACKAGE, GROCERY,
PAPER HOUSE, LIQUOR AND MEAT DRIVERS,
HELPERS AND WAREHOUSEMEN
LOCAL UNION 955**

Effective February 1, 2015 through January 31, 2018

RECEIVED

APR 27 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made and entered into at Kansas City, Missouri, by and between KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, 1801 North Corrington Avenue, Kansas City, Missouri Distribution Center, hereinafter known as "Employer" and, DEPARTMENT STORE, PACKAGE, GROCERY, PAPER HOUSE, LIQUOR AND MEAT DRIVERS, HELPERS AND WAREHOUSEMEN LOCAL UNION NO. 955, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter known as "Union" or "Employee".

ARTICLE 1 - TERMINATION

This Agreement shall be in full force and effect from February 1, 2015 up to and including January 31, 2018, and thereafter from year to year except as hereinafter provided.

Sixty (60) days prior to January 31, 2018, or any subsequent annual expiration date, either party may notify the other, in writing, of its desire to negotiate a new Agreement. Unless such notice is given, this Agreement shall continue for an additional year upon the same terms.

If no new Agreement is arrived at by January 31, 2018, or by any subsequent annual expiration date as the case may be, this Agreement may be extended by mutual agreement of both parties, pending continued negotiations, as long as it is mutually agreeable.

Any new Agreement, when consummated, shall be retroactive to February 1, 2018, or any subsequent applicable annual expiration date.

During negotiation of new Agreement, this Agreement shall remain in full force and effect.

ARTICLE 2 - RECOGNITION

2.1 Union Recognition

The Company recognizes the Union as the sole collective bargaining agent for all drivers and warehousemen employed at the Kansas City Distribution Center of the Company.

2.2 Applicable Laws

It is understood and agreed that if applicable state laws which prohibit the signing of a Union shop contract shall be repealed or declared unconstitutional during the term this Agreement is in force and effect, this Article 2 shall be supplemented by the following:

and thirty-four dollars and forty cents (\$334.40) per week for each employee covered under this Agreement who has been on the payroll thirty (30) days or more.

Effective February 3, 2017, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund, Plan "C4", the maximum sum of three hundred sixty-seven dollars and ninety cents (\$367.80) per week for each employee covered under this Agreement who has been on the payroll thirty (30) days or more.

If any of the above increases are more than sufficient to cover the rates for any year, they will be carried over to cover any increases in any succeeding year that are more than the rates stated above.

13.2 Employee Co-Pay

The Company shall deduct the sum equal to twelve percent (12%) of the weekly health and welfare contributions per week from the paycheck of each full-time employee covered by this Agreement who has completed his/her probationary period for the purpose of co-contributing to the Central States, Southeast and Southwest Areas Health and Welfare Fund, Plan C-4.

All employee co-contributions shall be made on a pre-tax basis.

13.3 Illness and Injury

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

13.4 Leave of Absence (Employee Contributions)

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

13.5 Applicable Laws

All of the foregoing is subject in all respects to the provisions of the Labor Management Relations Act of 1947 and to any other applicable laws.

ARTICLE 14 - PENSION

14.1 Employer Contributions

Effective February 1, 2015, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of two hundred and one dollar and twenty cents (201.20) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more to maintain Benefit Class 17B.

Effective February 1, 2016, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of two hundred nine dollars and twenty cents (\$209.20) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more to maintain Benefit Class 17B.

Effective February 1, 2017, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of two hundred seventeen dollars and sixty cents (\$217.60) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more to maintain Benefit Class 17B.

If at any time during the term of this Agreement there is federal legislation enacted that permits a reduction or potential reduction to the Company's contribution rate under this Agreement, and such reduction is authorized by the Central States Trustees, such reduction would become effective immediately upon the effective date of such legislation.

14.2 Trust Agreement

By the execution of this Agreement and the Central States, Southeast and Southwest Areas Pension Fund Participation Agreement, the Union and the Company agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund and all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

14.3 Illness and Injury

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

14.4 Leave of Absence (Employee Contributions)

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

14.5 Eligibility

Contributions to the Pension Fund must be made on behalf of full-time and part-time employees after they have been on the Employer's payroll for thirty (30) calendar days and on behalf of vacation replacement employees after they have worked 1,000 hours or more in any twelve (12) month rolling period. Contributions would then continue for those employees for the remainder of that year and all subsequent years. Vacation replacement employees may be reported sooner than 1,000 hours worked if they meet other requirements specifically stated in the collective bargaining agreement.

ARTICLE 15 - 401K

Employees will be allowed to participate in a company-sponsored 401(k) plan for organized employees.

ARTICLE 16 - CHECKOFF

The Company agrees that upon receipt of an employee's written authorization, and subject to the provisions of the Labor Management Relations Act of 1947 and the amendments thereto and the regulations issued thereunder to deduct from the pay of such employee all regular monthly dues, initiation fees and/or uniform assessments required to be paid by the employee to his or her local Union as directed by the employee on the authorization card.

ARTICLE 17 - ARBITRATION

17.1 Grievance Procedure

Should any difference arise between the Employer, employee or Union covered by this Agreement, which cannot be adjusted by them, it shall upon written notice be referred to a Committee to consist of two (2) representatives from Local Union No. 955, two (2) representatives of the Employer and immediate consideration to be given to the question in controversy. In the event this Committee cannot reach an agreement within forty-eight (48) hours, a fifth (5th) member shall be selected by this Committee.

17.2 Selection of an Arbitrator

AGREEMENT

between

**KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS
MEMPHIS, TENNESSEE
DISTRIBUTION CENTER**

and

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION NO. 984**

Term: June 1, 2011 through May 31, 2014

RECEIVED

NOV 09 2011

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is made between KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, MEMPHIS, TENNESSEE DISTRIBUTION CENTER, hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 984 of Memphis, Tennessee, hereinafter referred to as the "Union."

The Union is affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, but the INTERNATIONAL BROTHERHOOD OF TEAMSTERS are not contracting parties hereto.

The Employer and the Union agree to be bound by the following terms covering wages and working conditions:

ARTICLE 1--RECOGNITION

It is understood that the Employer agrees to recognize Local Union No. 984 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the sole bargaining agent for Drivers, Stockhandlers, and Extra Stockhandlers, and agrees not to discriminate in any way against the members of said Local on account of their Union affiliation.

ARTICLE 2--UNION SHOP AND DUES

2.1 Exclusive Representative

The Employer recognizes and acknowledges that the above Local Union affiliated with the Southern Conference of Teamsters is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

2.2 Union Membership

All present employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirtieth (30th) day following the beginning of their employment or on and after the thirtieth (30th) day following the effective date of this subsection,

21.2 Employee Co-Contributions

The Company shall deduct the sum equal to fourteen and one-half percent (14.5%) of the weekly health and welfare contribution per week from the paycheck of each employee covered by this Agreement who has been on the payroll thirty (30) days worked by the employee for the purpose of co-contributing to the Central States, Health and Welfare Fund, Plan C-4. Each eligible employee authorizes the following amounts per week to be deducted from their paycheck:

Effective May 29, 2011 \$37.70 per week
Effective June 3, 2012 \$40.02 maximum per week
Effective June 2, 2013 \$43.97 maximum per week.

Employee co-contributions shall be made on a pre-tax basis.

21.3 Illness, Injury, and Leave of Absence

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

ARTICLE 22--PENSION

22.1 Employer Contributions

Effective June 1, 2011 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of one hundred and two dollars and fifty cents (\$102.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days worked by the employee.

Effective June 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of one hundred and seven dollars and sixty cents (\$107.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days worked by the employee.

Effective June 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of one hundred and eleven dollars and ninety cents (\$111.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days worked by the employee.

22.2 Illness, Injury, and Leave of Absence

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

ARTICLE 23—CHECK-OFF

23.1 Deductions

The Employer agrees to a check-off of Union membership dues, consisting of monthly dues, D.R.I.V.E., initiation fees and uniform assessments for all Union employees covered by this Agreement provided that the Union delivers to the Employer a written authorization, signed by the employee, irrevocable for one (1) year or expiration of this Agreement, whichever shall occur sooner. The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer such authorization together with an itemized statement of dues, D.R.I.V.E., initiation fees, and uniform assessments owed, to be deducted for such month from the pay of such members. The Employer shall deduct and remit to the Union in one lump sum the amount so certified in respect to each such member from the first paycheck of such member following the receipt of such certification of statement, and within seven (7) days following such deduction remit the same to the Union. Checkoff procedure and timing may be worked out locally.

AGREEMENT

between

**KELLOGG SALES COMPANY d/b/a
KELLOGG'S SNACKS
DALLAS, TEXAS DISTRIBUTION CENTER**

and

**BREWERY, WAREHOUSE, INDUSTRIAL AND
MISCELLANEOUS WORKERS AND DRIVERS
LOCAL UNION 997, FORT WORTH, TEXAS**

Effective July 1, 2013 through June 30, 2016

AGREEMENT

THIS AGREEMENT is made by and between KELLOGG SALES COMPANY d/b/a KELLOGG'S SNACKS, DALLAS, TEXAS DISTRIBUTION CENTER, hereinafter referred to as the "Employer", and BREWERY, WAREHOUSE, INDUSTRIAL AND MISCELLANEOUS WORKERS AND DRIVERS, LOCAL UNION 997 of Fort Worth, Texas, hereinafter referred to as the "Union."

The Union is affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, and said International is not a contracting party hereto.

The Employer and the Union agree to be bound by the following terms and conditions covering wages, hours and working conditions:

ARTICLE 1 - COOPERATION AND MUTUAL RESPONSIBILITY

The joint purpose of this Agreement is to secure industrial peace and efficiency, enabling the Employer and the employees to provide, insofar as economic and other conditions may permit, for the security and continuity of employment.

The Union and its members and the Employer severally and jointly agree to perform all of the terms and conditions of this Agreement, and the parties hereto further warrant that they are under no disability of any kind that will prevent them from carrying out and performing each and all of the provisions of this Agreement, and moreover, that they will not take any action that will prevent or impede them from the complete performance of the terms and conditions of this Agreement. It is expressly recognized by both parties that the continued operations of the Employer and the uninterrupted employment of the members of the Union are in the interests of the Employer and the members of the Union, and to this end, both parties pledge their support.

ARTICLE 2 - UNION SHOP, DUES AND CHECK-OFF

2.1 Recognition

The Employer recognizes and acknowledges that the above Union affiliated with the Southern Conference of Teamsters is the exclusive representative of all deliverymen, warehousemen, helpers, excluding office employees, clerical employees, salesmen, sales promotion field men, guards and supervisory employees as defined in the Labor Management Relations Act of 1947, as amended.

*No cost provided the employee completes annual physical and annual health assessment, otherwise \$1300 annual premium will be assessed and collected through weekly payroll deductions.

ARTICLE 19 - PENSION

19.1 Pension Contributions

Effective July 1, 2013, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for Class 16, the sum of one hundred thirty-seven dollars and sixty cents (\$137.60) per week, for each employee covered by the collective bargaining agreement who has completed their probationary period.

Effective July 1 2014, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for Class 16, the sum one hundred forty-three dollars and ten cents (\$143.10) per week, for each employee covered by the collective bargaining agreement who has completed their probationary period.

Effective July 1, 2015, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for Class 16, the sum of one hundred forty-eight dollars and eighty cents (\$148.80) per week, for each employee covered by the collective bargaining agreement who has completed their probationary period.

By the execution of this Agreement and the Central States, Southeast and Southwest Areas Pension Fund Participation Agreement, the Union and the Employer agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

If at any time during the term of this Agreement there is federal legislation enacted that permits a reduction or potential reduction to the Company's contribution rate under this Agreement, and such reduction is authorized by the Central States Trustees, such reduction would become effective immediately upon the effective date of such legislation.

19.2 Contribution during Injury

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

19.3 Contribution for Regular/Extra/Part-time Employees

Contributions to the Pension Fund must be made for each week for each regular or extra employee even though such employee may work only part-time under the provisions of this contract. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

ARTICLE 20 - 401(k) PLAN

Company to provide 401(k) plan for organized employees.

ARTICLE 21 - JURY DUTY

The Employer agrees to pay a full day's pay at straight-time hourly classification rates for each day an employee is required to report, and does report, for any jury provided he or she is scheduled to the work on the day or days they actually report for the jury. The employee, however, will be required to turn in to the Employer the jury duty documentation in order to receive compensation as herein provided.

ARTICLE 22 - DEATH IN THE IMMEDIATE FAMILY

Employees covered by this Agreement who have been on the payroll for six (6) months shall be entitled to not more than three (3) regular scheduled working days off with pay in the event they request such time off in order to make arrangements for, or attend funerals occasioned by a death in their immediate family. The immediate family is defined as father, mother, spouse, children, grandchildren, father-in-law, mother-in-law, brother or sister. In the event of death of an employee's grandfather or grandmother, the employee shall be entitled to be absent from work not more than two (2) regular working days to attend the funeral service. In the event of death of an employee's brother-in-law and/or sister-in-law, the employee shall be entitled to be absent

ARTICLES OF AGREEMENT

between

KEMPS, LLC

and the

MILK DRIVERS & DAIRY EMPLOYEES UNION, LOCAL 471

SEPTEMBER 15, 2011 – SEPTEMBER 14, 2014

AGREEMENT, made as of the 15th day of September, 2011, by and between the Milk Drivers and Dairy Employees, Union Local 471, hereinafter referred to as the "Union", and Kemp Foods, LLC hereinafter referred to as "Employer", or "Company."

1. RECOGNITION AND EMPLOYMENT

- 1.A. Union Recognition: Employer recognizes the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all employees of the Employer as herein defined.
- 1.B. Employee: The term "Employee" as used in this Agreement shall include all employees of the Employer working in the job classifications set forth herein,
- 1.C. Other Organizations: The Employer agrees that they will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will they interfere with, restrain, coerce, or discriminate against any of their employees in connection with their membership in the Union.
- 1.D. Entry on Employer's Premises: If a Union official wishes to visit a plant on Union business, the official shall call the plant office in advance or stop by the plant office and advise the Employer.
- 1.E. Records: Upon request, the Employer shall allow duly designated representatives of the Union to examine the time and wage records of an individual employee belonging to the Union.
- 1.F. Union membership: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the date of execution of this Agreement, shall remain members, and those who are not members on the date of execution of this Agreement shall, on the thirtieth (30th) day following the execution of this Agreement or on the thirtieth (30th) day of employment make application and become members in the Union.

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DEPARTMENT

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its date of execution, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in the Union.

- 1.G. Check-Off: The Employer shall periodically (but not more often than once each month) deduct from the wages of employees membership dues in the Union and pay the same to the Secretary-Treasurer of the Union provided the Employer shall have received from each employee, on whose account such deductions are made, a written assignment which shall not be revocable for a period of more than one year or upon the termination date of this Agreement, whichever occurs first. The Employer will also recognize authorization, on cards providing indemnity to the Employer for deduction from wages for contributions to D.R.I.V.E., such authorized deduction not be made more often than one (1) pay period annually.
- 1.H. Bond: An Employer requiring the employee to give a bond shall pay the premium thereon.

2. MANAGEMENT'S RIGHTS

Except as specifically limited by an expressed provision of this Agreement, all of the rights, prerogatives and authority which the Employer had prior to the execution of this Agreement are retained and remain solely and exclusively with the rights of management. By way of example only and not in limitation thereof, these rights include the management, operation and maintenance of facilities; the right to select, hire and terminate employment, establish and enforce reasonable rules of conduct; direct the work force, schedule work, determine what work is to be done and by whom; what is to be produced and delivered and by what methods and means; to determine the size of the work force; to locate or remove any portion of the facilities and to abandon any operation at any time it deems appropriate to do so, to discipline, suspend, and discharge employees for just cause.

3. CONFLICTING AGREEMENTS

- 3.A. Conflicting Agreements: Employees shall not be asked to make any written or verbal agreement which will in any way conflict with this Agreement.
- 3.B. Payment of Lesser Amount: If, at any time during the term of this Agreement the Employer willfully and knowingly pays to any employee covered by this Agreement, a lesser wage than is herein provided, or violates any other section of this Agreement affecting wages, then and in such event the Employer will pay the liquidated damages, an additional amount equal to the amount of such underpayment. The Union shall have the right to collect such additional sum and the payment to either the employee or to the Union shall be in full satisfaction of the money damages herein provided.

9. PENSION PLAN

9.A. Effective September 17, 2011, the Employer will contribute to the Pension Fund herein designated the sum of two hundred twenty five dollars and eighty cents. (\$225.80) per week.

Effective September 17, 2012, the Employer will contribute to the Pension Fund herein designated the sum of two hundred forty three dollars ninety cents (\$243.90) per week.

Effective September 17, 2013 the Employer will contribute to the Pension Fund herein designated the sum of two hundred fifty eight dollars fifty cents (\$258.50) per week.

If the Pension Fund increases the contribution requirements above the amounts outlined above, then the amounts described above will be adjusted accordingly. The Employer's obligation hereunder is to make the designated contributions and this is in no way intended to guarantee any specific benefit.

9.B. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund, and the Employer shall have no obligation to make any other contribution to any other pension or retirement fund on behalf of the employees covered by this Agreement, except as otherwise provided in this Agreement.

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

9.D. The Employer shall pay and make weekly contribution for the Pension Program hereby established for each week worked by a regular or regular extra employee. The contribution will be made for each week worked following thirty (30) calendar days of employment irrespective of seniority status. If such employee is absent from work during any week because of illness or noncompensable injury and notifies the Employer of such absence, the Employer shall continue to pay and make the required weekly contributions, so long as the employee is on the Employer's regular seniority list, but for a period of not more than four (4) weeks. If such employee is absent from work during any week due to compensable injury, the Employer shall continue to pay and make such weekly payments so long as the employee is on the Employer's regular seniority list, but for a period of not more than six (6) months.

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

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

10. SENIORITY

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

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

The last employee hired shall be the first laid off (assuming the employee is qualified) within a department. The last employee laid off shall be the first rehired within the department (assuming the employee is qualified). Established seniority rights shall be maintained except the Employer shall not be obligated to recall an employee who has been laid off twenty four calendar months or longer. An employee will be given up to ten (10) work days to demonstrate the ability to operate equipment satisfactorily in lay-off situations in order to avoid unemployment with the exception of the blow mold machine and maintenance mechanic position. With respect to the exceptions, the employee must be fully qualified by training and experience to immediately perform the job.

- 10.B. Departments: The Employer, employees and Union recognize two departments for seniority purposes; namely: Inside Employees as one separate department and Delivery Employees as the other separate department. Special Drivers and Truck Spotters will be considered in the Delivery Department.
- 10.C. Departmental: Seniority rights in a department shall be determined by length of service with the Employer for which the employee is working. Only in case of an opening in a department other than that in which the employee is employed, an employee may, with the consent of the employee's Employer and the Union, be transferred to a new job which is open, and by working there for a period of eight months continuously, the employee shall establish payroll seniority in the new department, except for job selection and vacation choice rights. When a vacancy occurs in a department covered by this Agreement, an employee working in another department shall have seniority rights over a new employee, if qualified for that job. In the event an ice cream

**KEMPS, LLC
ICE CREAM DIVISION**

and

TEAMSTERS LOCAL UNION 471

September 15, 2011

to and including

September 14, 2014

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DEPARTMENT**

ICE CREAM

September 15, 2011 to September 14, 2014
ARTICLES OF AGREEMENT
BETWEEN KEMPS, LLC
AND
THE MILK DRIVERS AND DAIRY EMPLOYEES UNION
LOCAL 471

AGREEMENT, Effective as of the 15th day of September, 2011 by and between the Milk Drivers and Dairy Employees Union Local 471, hereinafter referred to as the "Union", and Kemps, LLC, hereinafter referred to as the "Employer".

1. RECOGNITIONS AND EMPLOYMENT

1.a. Agreed Recognitions: the Employer recognizes the Union as the sole bargaining agent for the employees in the classifications hereinafter set forth and located in Minneapolis, Minnesota. The Union agrees that the operation of the business and all procedures and methods of production, including the assignment of work to employees, shall remain in the Employer, provided that this does not interfere with the rights of the Union hereunder.

1.b. Bond: An Employer requiring an employee to give a bond shall pay the premium thereon.

1.c. Check-Off: the Employer shall periodically (but not more often than once each month) deduct from the wages of employees membership dues in the Union and pay the same to the Secretary-Treasurer of the Union, provided the Employer shall have received from each employee, on whose account such deductions are made, a written assignment which shall not be revocable for a period of more than one year or upon the termination date of this Agreement, whichever occurs first. The Employer will also recognize authorization, on cards providing indemnity to the Employer, for deduction from wages for contributions to D.R.I.V.E., such authorized deduction not to be made more often than one (1) pay period annually.

1.d. Conflict of Law: If any Article or Section of this Agreement or of any riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

1.e. Part Time Employees: Part time employees are not included in any provision of this Agreement except where specifically mentioned as being included. There will be a limit of two part time employees for all months except the period of time from April 1 through September 30 when three part time

16. PENSION

16.a. Effective September 15, 2011, the Employer will contribute to the Pension Fund herein designated the sum of Two Hundred Twenty Five Dollars and Eighty Cents (\$225.80) per week. Effective September 15, 2012 the Employer will contribute the Pension Fund herein designated the sum of Two Hundred Forty Three Dollars and Ninety cents (\$243.90) per week. Effective September 15, 2013, the Employer will contribute to the Pension Fund herein designated the sum of Two Hundred Fifty Eight Dollars and Fifty cents. (\$258.50) per week. The Employer's obligation hereunder is to make the designated contributions and this is in no way intended to guarantee any specific benefit.

16.b. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund, and the Employer shall have no obligation to make any other contribution to any other pension or retirement fund on behalf of the employees covered by this Agreement, except as otherwise provided in this Agreement.

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

16.d. The Employer shall pay and make weekly contribution for the Pension Program hereby established for each week worked by a regular or regular extra employee. The contribution will be made for each week worked following thirty (30) calendar days of employment irrespective of seniority status. If such employee is absent from work during any week because of illness or noncompensable injury and notifies the Employer of such absence, the Employer shall continue to pay and make the required weekly contributions, so long as the employee is on the Employer's regular seniority list, but for a period of not more than four (4) weeks. If such employee is absent from work during any week due to compensable injury, the Employer shall continue to pay and make such weekly payments so long as the employee is on the Employer's regular seniority list, but for a period of not more than six (6) months.

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

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

5/1/2010
through
4/30/2015

Supplement
To The
Central States Area Master Dairy Agreement
Between
Kemps, LLC-Kewaskum It's The Cows
And
Teamsters "General" Local Union No. 200

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SUPPLEMENT

LOCATION: Kewaskum, WI

LOCAL UNION: Teamsters "General" Local Union No. 200,
affiliated with the International Brotherhood of
Teamsters

TERM: From May 1, 2010 through April 30, 2015

In consideration of the covenants and agreements of each of the parties hereto as contained in the Master Agreement dated May 1, 2009 to April 30, 2014 between Kemps, LLC - It's the Cows, the Central States Area Master Dairy Agreement and Teamsters "General" Local Union No. 200, the parties hereto mutually agree as follows:

ARTICLE 1. RECOGNITION

Section 1. The collective bargaining unit covered hereby consists of all drivers of the Company as outlined in ARTICLE 11, CLASSIFICATIONS AND WAGE RATES, of this Supplement.

ARTICLE 2. CHECK-OFF

Section 1. The Employer agrees to deduct from the paycheck of each employee covered by this Agreement, union dues, initiation fee and uniform assessments and DRIVE, remitting same to the Union. Such deductions shall be made upon the basis of the statement submitted by the Union to the Employer. The Union shall submit the proper authorization cards signed by the employee, on payroll deductions.

Section 2. The Employer agrees to transmit all sums deducted in this matter to the Secretary-Treasurer of the Union, payable to Teamsters "General" Local Union No. 200.

ARTICLE 3. MANAGEMENT

Section 1. The management of the workforce is vested exclusively in the Company, except as expressly modified by the terms of this Agreement.

ARTICLE 13. REPORTING AND RECALL TIME

Section 1. Three (3) hours' pay shall be the minimum pay an employée receives for reporting for work, except Sundays, when not notified in advance by the Company not to report. Employees who report for work and are put to work shall receive a minimum of eight (8) hours' work or pay. This Section shall not apply, however, if work is suspended due to conditions beyond the Company's control.

Section 2. Employees who have completed their shift for the day, or who report for work on overtime hours, and are recalled to work, shall receive a minimum of three (3) hours' work, or pay in lieu thereof, at the applicable overtime rate, providing they remain available. Mechanics and Maintenance Men who have completed their shift for the day, or who report for work on overtime hours, and are recalled to work shall receive a minimum of three (3) hours' work or pay in lieu thereof, at the applicable overtime rate. If or when the job is completed, they shall not be compelled to stay three (3) hours, provided they are released by the man in charge of the plant when the job is completed.

Section 3. Employees requested to perform work prior to their scheduled workday shall receive time and one-half (1½) for all time worked prior to their regularly scheduled starting time and shall work their regularly scheduled day in addition thereto.

ARTICLE 14. PAYDAY

Section 1. All employees shall be paid biweekly on established paydays: Friday shall be considered the payday, and checks shall be given to the employees no later than 1:30 p.m., on such paydays.

Section 2. Subject to payroll check availabilities, employees who do not work on Friday or who have shifts starting after 10:00 a.m. on Friday, shall be given their paycheck at the end of their shift prior to 10:00 a.m. on Friday, but not earlier than Thursday.

ARTICLE 15. PENSION

Section 1. The Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Seventy-Three Dollars and Ninety Cents (\$173.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more effective May 2, 2010. Effective May 1, 2011, the Employer shall contribute the sum of One Hundred Eighty-Four Dollars and Thirty Cents (\$184.30) per week. Effective April 29, 2012, the Employer shall contribute the sum of One Hundred Ninety-Three Dollars and Fifty Cents (\$193.50) per week. Effective April 28, 2013, the Employer shall contribute the sum of Two Hundred One Dollars and Twenty Cents (\$201.20) per week. Effective May 4, 2014, the Employer shall

contribute the sum of Two Hundred Nine Dollars and Twenty Cents (\$209.20) per week. There shall be no other pension fund under this Agreement for operations under this Agreement.

Section 2. By the execution of this Agreement, the Employer authorizes the Employers' Associations who are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

Section 4. Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer, but not under the provisions of this Agreement, and also although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

Section 5. Action for delinquent contributions may be instituted by the Union and the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 16 **PERSONAL DAYS/BEREAVEMENT**

Section 1. Regular full-time employees hired January 1 through June 30 will receive three (3) days [thirty (30) hours for ten (10) hour shift or twenty-four (24) hours for eight (8) hour shift], regular full-time employees hired July 1 through December 31 will receive two (2) days [twenty (20) hours for ten (10) hour shift or sixteen (16) hours for eight (8) hour shift], all regular full-time employees covered by this Agreement who have been in the employ of the Company for at least one (1) year as of the first day of the calendar year shall be permitted absence from duty due to illness or other serious

KEMPS LLC (Farmington) & Milk Drivers and Dairy Employees Union Local 471
AGREEMENT

THIS AGREEMENT, made and entered into July 4, 2010, by and between Kemps LLC, (hereinafter termed "Employer"), and the Milk Drivers and Dairy Employees Union, Local No. 471, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Minneapolis, Minnesota (hereinafter termed "Union").

This Agreement applies to Farmington, Minnesota. The bargaining unit includes all production employees of the Employer employed at that location (except office and supervisory employees).

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1.
UNION RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all of its employees at said plant (subject to the above exclusion) for the purpose of collective bargaining for such employees but for no other purpose. This Agreement, however, with the exception of wages, shall not apply to any casual, contingent, or per diem employees or student apprentices or temporary employees, which later term is used to designate any employee who has not been continuously employed by Employer in the Farmington plant for a period of sixty (60) calendar days.

ARTICLE 2.
JURISDICTION

All new regular employees coming under the jurisdiction of this Union after the effective date of this Agreement shall become members of the Union after thirty (30) calendar days of employment, and as a condition of employment shall maintain their membership in said Union; and all employees now members of the Union shall, as a condition of employment, maintain their membership in this Union.

ARTICLE 3.
UNION DUES

The Employer shall deduct monthly from wages of employees, membership dues in the Union and pay the same to the Secretary-Treasurer of the Union by the 15th of each month, provided the Employer shall have received from each employee on whose account such deductions are made, a written assignment which shall not be revocable for a period of at least one (1) year, or, upon the termination date of this Agreement, whichever occurs first. The Employer will also recognize authorization on cards providing indemnity to the Employer for deduction from wages of contributions to DRIVE. Such authorized deduction shall not be made more often than one pay period annually.

ARTICLE 4.
STEWARDS.

The Employer recognizes the right of the Union to designate up to three (3) plant employees and one D.C. employee as shop stewards to handle such Union business as may be delegated from time to time to such shop stewards by the Executive Board of the Union. There shall be one steward per shift. The name of the shop stewards so designated shall be forwarded by the Union to the Employer promptly upon confirmation of this Agreement, and neither such shop steward nor any other employee shall solicit membership in the Union, nor engage in any other Union business, discussions or activities during working hours.

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AGREEMENT

An employee who is absent due to illness or accident will be covered without cost to the employee for the benefits provided in this Article for two (2) calendar months beyond the month in which the absence occurs for non-occupational illness or accident. An employee who is absent due to occupational illness or accident will be covered for twelve (12) months beyond the original date of injury/illness.

ARTICLE 27. SICK BENEFIT

Section A. After employees have been continuously employed for twelve (12) months, if they are off work due to sickness or injury, the Employer will pay their full wages, starting with the fourth (4th) full working day, for a maximum of twenty (20) working days for any one period of illness, or in any one calendar year, plus an accumulation of days not used in a calendar year, not to exceed five (5) days per year, up to a maximum of fifteen (15) days. No employee will be paid a sick benefit for any period when he would not otherwise be working. The three (3) day waiting period shall be waived in the event the employee is involved in a worker's compensation case or if the employee is hospitalized. In addition, sick leave will be paid from the first day in the event of medically necessary outpatient surgery provided a doctor's slip is submitted which states that the employee is unable to work due to the surgical procedure.

Section B. The Employer must be furnished a written statement from a licensed physician stating that the employee was unable to work and the reason thereof before sick pay will be authorized.

Section C. If an employee sustains an accidental injury, he will be eligible for sick pay, provided he is otherwise eligible as outlined above. If such an employee is injured on the job and is eligible to receive Worker's Compensation, the Employer will pay an amount from his earned sick pay which will allow him in combination with Worker's Compensation to receive eighty percent (80%) of his regular compensation for forty (40) hours of work forty (40) times his regular hourly rate of pay reduced to eighty percent (80%). Payment of sick leave during a waiting period for Worker's Compensation will not be subject to the eighty percent (80%) limitation.

Section D. No employee will be considered eligible for sick pay benefits if his sickness or injury is caused by, or arises out of any employment other than that for the Employer, the drinking of any intoxicating beverage or liquor, the use of drugs, or from any voluntarily inflicted injury or sickness, or from any fight, or engaging in fighting.

Section E. Medical Compassion Granting: Employees may contribute in full day increments their accumulated vacation to another employee whose sick benefit runs out. Those who donate time will still take the time off, however it will be unpaid.

ARTICLE 28. PENSION

Section A. The Employer shall pay to the Central States Southeast and Southwest Areas Pension Fund the following amounts

- 5/1/2010 - \$119.30 per week, per employee.
- 7/1/2011 - \$126.50 per week, per employee.
- 7/1/2012 - \$132.80 per week, per employee.
- 7/1/2013 - \$138.10 per week, per employee.

Said payments shall be made on behalf of all regular employees after thirty (30) days of employment on or before ten (10) days following the last Saturday of each preceding month.

Section B. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of ten (10) weeks. If an employee is injured on the job, the Company shall continue to pay the required contribution until such employee returns to work, however, such contribution shall not be paid for a period of more

than twelve (12) months. If an employee is granted a leave-of-absence, the Company shall collect from said employee prior to the leave-of-absence being effective, sufficient monies to pay the required contribution into the pension fund during the period of absence.

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

ARTICLE 29. 401K SAVINGS PLAN

Employees will be permitted to make contributions to the Employer's 401(K) plan, up to the maximum permitted by IRS regulations when combined with other deferred compensation plans.

ARTICLE 30. FUNERAL LEAVE.

An employee shall be granted funeral leave up to three (3) of his regular working days at his regular straight time rate, in order to make arrangements for and attend the funeral of a member of his immediate family (spouse, father, mother, son, daughter, step-child, brother, sister, mother-in-law, father-in-law) provided he is at the time working at his regular job (not laid off, on leave-of-absence, on vacation, or receiving holiday or sick pay). Employees shall be eligible for two days funeral leave to attend the funeral of their grandchildren and one day for their grandparents. Stepchildren are defined as children of the employee's spouse who were residents in the employee's home during the child's minority years. If there is a request for additional time off for funeral leave, employees must use their floating holiday if it hasn't already been used.

ARTICLE 31. MILITARY SERVICE

Any employee inducted into military service in the Armed Forces of the United States shall be eligible for re-employment in accordance with applicable veteran's re-employment rights laws.

ARTICLE 32. LEAVE OF ABSENCE.

Any employee desiring a leave of absence from the job shall first secure written permission from the Employer, one copy of such permission to be retained by the Employer, the other to be filed with the Union. Failure to comply with this provision shall result in complete loss of seniority rights of the employee involved. Inability to work because of proven sickness or injury in the course of employment shall not result in loss of seniority rights by the employee so affected.

ARTICLE 33. UNION-EMPLOYEES' INTEREST

The Union agrees at all times, as far as it is within its power to do so, to further and advance the interests of Employer in the operation of the plant and among the persons employed thereat.

ARTICLE 34. TERMINATION

Any employee desiring to terminate his employment with Employer shall give both the Employer and the Union ten (10) working day advance notice of such intended termination. Likewise, if Employer desires to discharge any employee covered hereby who has been continuously employed at the plant more than sixty (60) days, written notice of such intention to terminate shall be given such employee and the

ARTICLE 41
ATTENDANCE

Parents will be excused from work in most cases when their child or stepchild is sick. The parent may be asked to furnish proof of the child's illness by means of a doctor's slip. Failure to provide proof upon request will result in converting the excused absence into an unexcused absence. This issue will be addressed in the attendance policy.

Both parties agree to finish out the year; attendance award ends on 10/31/2010.

ARTICLE 42.
EFFECTIVE DATES

This Agreement shall be effective from and after July 4, 2010, and shall remain and continue in full force and effect until and including July 3, 2014 and for additional periods of one (1) year thereafter unless notice in writing is served by either of the parties hereto upon the other by certified mail, expressing a desire to change or modify this Agreement. Such notice to be given at least sixty (60) days prior to the expiration of an ensuing annual period.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND SEALS THIS 4 DAY OF October, 2010.

KEMPS, LLC

By: Robert Williams/Roxanne Theobald
Robert Williams
Vice President of Operations.

MILK DRIVERS & DAIRY EMPLOYEES
UNION, LOCAL NO. 471

By: Dave Laxen
Dave Laxen
Secretary Treasurer

OCT 14 2010

ORIGINAL

LABOR AGREEMENT

KEMPS LLC

EAU CLAIRE WI

AND

TEAMSTERS GENERAL UNION

LOCAL 662

EAU CLAIRE

RECEIVED

OCT 18 2011

CONTRACT
DEPARTMENT

For the Period

October 1, 2011 through September 30, 2016

Kemps LLC
Eau Claire Division
10/1/11 thru 9/30/16

AGREEMENT

KEMPS LLC, Eau Claire Division, its successors and assigns, hereinafter referred to as the Employer, and TEAMSTERS GENERAL UNION, LOCAL 662, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages, hours, and working conditions.

ARTICLE 1

RECOGNITION

The Employer agrees to recognize, and does hereby recognize the union, its agents and representatives, as the exclusive bargaining agency for all of the employees of the Company as herein defined.

The term employee, as used in the Agreement, shall include all truck drivers, driver salesman, cooler-freezer employees, and any other classifications of employees covered by this Agreement at Eau Claire, Wisconsin.

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

ARTICLE 2

UNION SHOP AND DUES

All present employees who are members of the local Union on the effective date of this Subsection shall remain members of the local union in good standing as a condition of employment. All present

ARTICLE 27

PENSION PLAN

Effective October 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Plan B, the sum of \$175.40 per week for each full time employee covered by this Agreement who has been on the payroll thirty (30) days or more.

10/1/2012 - \$189.40 per week
10/1/2013 - \$200.80 per week
10/1/2014 - \$212.90 per week
10/1/2015 - \$225.70 per week

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

By the execution of this Agreement the Employer authorizes the Employer's Association, which are parties hereto, to enter into appropriate Trust Agreements necessary for the administration of such Fund and to designate the Employer Trustees under such Agreement hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If the employee is granted a Leave of Absence, the employee may elect to pay sufficient monies to pay the required contributions into the Pension Fund during the period of Absence, and if the employee elects to pay, he shall pay same to the Employer, who in turn, shall contribute same to the Fund during such Leave.

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

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

ARTICLE 28

COMPENSATION CLAIMS

Section 1. The Employer agrees to cooperate toward the prompt disposition of an employee on-the-job injury claim. All injuries shall be immediately reported to the Employer. An employee who is injured on the job and is sent home or to the hospital, or who must obtain immediate medical attention, shall receive pay at the applicable hourly rate for the balance of his shift for that day. The Employer agrees to provide any employee injured transportation at the time of injury from the job to the medical facility and return to the job or to his home if required.

Section 2. 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 in violation of any applicable statute or court order or in violation of a government regulation relating to safety of person or equipment.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CASS CLAY CREAMERY, INC., Fargo, ND, a
Division of KEMPS LLC**

and

TEAMSTERS LOCAL 120

July 29, 2012 – July 28, 2018

ARTICLE 1
UNION SHOP AND DUES

Section 1: All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection, whichever is the latter. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

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

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

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

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

2. Membership in the Local Union is separate, apart and distinct from the assumption by one of this equal obligation to the extent that the employee receives equal benefits. The Union is required under this Agreement to represent all employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay their own way and assume their fair share of the obligation along with the grant of equal benefit contained in this Agreement.

3. In accordance with the policy set forth under subparagraphs (1) and (2) of this Section, all employees shall; as a condition of continued employment, pay to the Local Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For existing employees, such payment shall commence thirty one (31) days following the date of execution of this Agreement and for new employees, the payment

shall start thirty one (31) days following the date of employment.

Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

In those instances where any of the above provisions hereof may not be validly applied, the employer agrees to recommend to all employees that they become members of the Local Union and maintain such membership during the life of this Agreement, to refer new employees to the Local Union representative, and recommend to delinquent members that they pay their dues since they are receiving benefits of this Contract.

Section 2: A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) calendar day trial basis. This trial period may be extended thirty (30) days by mutual consent of the Company and the Union. During this period, the employee may be discharged without further recourse, provided, however, the employer may not discharge or discipline for the purpose of evading the seniority provisions of this agreement or discriminating against union members. Depending on the circumstances, after ninety (90) or one hundred twenty (120) calendar days, the employee shall be placed on the regular seniority list. Upon serving the trial period successfully, the employee's seniority shall be retroactive to the date of his/her employment.

In the case of dispute, other than discipline or discharge, within the probationary period, the Employer shall notify the Local Union in writing.

Section 3: Employer agrees to recognize and does hereby recognize the union, its agents, representatives or successors as the exclusive bargaining agent for all of the employees of the employer as herein defined. The term "employee" as used in this agreement shall mean the following:

All regular drivers, specialized maintenance employees, specialized garage maintenance employees, and plant employees employed at employer's plant facilities in Fargo, North Dakota and Valley City, North Dakota. It also includes current driver employees located at employer's facilities in Sisseton, South Dakota, and Fergus Falls, Breckenridge and Wadena, Minnesota. It excludes all employees located at employer's other facilities. It also excludes all clerical and office employees, casual employees, replacement casuals and supplementary casuals, employees not specifically identified above, and supervisors as defined in the National Labor Relations Act, as amended, (The Act) and any other employees excluded under the act.

A regular employee is defined as one scheduled to work 40 or more hours per week and is not a casual employee, a replacement casual or a supplementary casual.

Whenever the term "employee" is used in this agreement, the term shall refer only to an employee or employees covered by this Agreement and to no other employee/employees of the employer.

The Employee bi-weekly rate in effect on 5/23/12, shall be as follows until 1/1/13:

Single \$57.02 - Employee plus \$100.33 - Employee and Family \$148.29

B. Declination Bonus: Employees currently or in the future eligible for full family coverage at Cass-Clay Creamery and who have the ability to obtain equivalent full family health coverage from another source will, upon providing verification to Cass Clay Creamery that equivalent coverage has been obtained and that they decline continued coverage through Cass-Clay Creamery, receive a declination bonus of \$175 per month for months in which they do not receive Health Insurance coverage through Cass-Clay Creamery. In order to receive the declination bonus the employee must have continued eligibility for full family health insurance and provide continuing verification that equivalent coverage has been obtained through another source. Employees are free to request and obtain declination bonus so long as they meet the conditions described above and so long as the headcount of participants in the declination bonus does not reach a level which results in increased premium for those employees continuing coverage through Cass-Clay Creamery.

(2). Life Insurance: Employer agrees to provide life insurance in the amount of \$20,000 per regular employee, \$3,000.00 for the spouse of the regular employee, \$2,000.00 per each child of the regular employee who is 6 months old, and \$200.00 life insurance for children 2 weeks to 6 months of age.

(3). Accidental Death and Dismemberment:	\$6,000.00
Weekly Benefit:	\$115.00
Benefit Period:	13 weeks
Waiting Period:	7 days sickness
	0 days accident

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

Cass Clay will comply with COBRA requirements.

ARTICLE 29 **PENSION PLAN**

The Employer agrees to contribute **\$132.80 per week beginning on July 29, 2012; \$138.10 per week beginning on July 28, 2013; \$143.60 per week beginning on July 27, 2014; \$149.30 per week beginning on July 26, 2015; \$155.30 per week beginning on July 31, 2016; \$161.50 per week beginning on July 30, 2017;** (Schedule B, Step 16) to the Central States Southeast and

Southwest Areas Pension Plan on behalf of all active regular full time employees covered by this Agreement who have been on the payroll thirty (30) days or more:

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

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Contract; including weeks where work is performed for the Employer but not under the provisions of this Contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily, including summer vacation replacements, or in the case of an emergency in the terms of this contract, shall not be covered by any provisions of this paragraph unless such individual employed on a Casual (replacement or supplemental), and summer vacation replacement basis works 1,000 hours or more in a 12 month period, then he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

ARTICLE 30 **SENIORITY**

Seniority shall govern in all cases of layoffs and call-backs to work, provided the employees have the necessary qualifications and can do the work available.

Senior employees, in the order of their seniority, shall be the first to work the full regular weekly hours. Except in emergencies or where it is clearly unavoidable, no employee shall work weekly overtime until all the senior employees in that department have worked a full quota of regular hours.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CASS CLAY CREAMERY, INC., Grand Forks, ND,
a Division of KEMPS LLC**

AND

TEAMSTERS LOCAL 120

JULY 29, 2012

TO

JULY 28, 2018

Agreement

This Agreement entered into as of the **29TH day of July, 2012**, by and between Cass Clay Creamery, Grand Forks, North Dakota, hereinafter referred to as the EMPLOYER, and Teamsters Local 120, Blaine, Minnesota, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1. UNION SHOP, DUES AND CHECK OFF

Section 1. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on or after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection, whichever is the latter. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

Section 2. When the Employer needs additional help, he/she shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

Section 3. No provision of this Article shall apply in any State to the extent that it may be prohibited by State Law. If, under applicable State Law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

Section 4. If any agency shop clause is permissible in any state where the other provisions of this Article cannot apply, the following Agency Clause shall prevail:

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

b. Membership in the Local Union is separate, apart and distinct from the assumption by one of this equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay their own way and assume their fair share of the obligation along with the grant of equal benefits contained in this Agreement.

c. In accordance with the policy set forth under subparagraphs (1) and (2) of this Section, all employees shall, as a condition of continued employment, pay to the Local Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of

Benefit Period: 13 weeks
Waiting Period: 7 days sickness
0 days accident

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

Cass Clay will comply with COBRA requirements.

ARTICLE 28. PENSION PLAN

The Employer agrees to contribute \$132.80 per week beginning on July 29, 2012; \$138.10 per week beginning on July 28, 2013; \$143.60 per week beginning on July 27, 2014; \$149.30 per week beginning on July 26, 2015; \$155.30 per week beginning on July 31, 2016; \$161.50 per week beginning on July 30, 2017; (Schedule B, Step 16) to the Central States Southeast and Southwest Areas Pension Plan on behalf of all active regular full time employees covered by this Agreement who have been on the payroll thirty (30) days or more:

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

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Contract, including weeks where work is performed for the Employer but not under the provisions of this Contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily, including summer vacation replacements, or in the case of an emergency in the terms of this

contract, shall not be covered by any provisions of this paragraph unless such individual employed on a Casual (replacement or supplemental), and summer vacation replacement basis works 1,000 hours or more in a 12 month period, then he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

ARTICLE 29. MEALS, MEALTIME, AND PUNCH-OUT

Section 1. All employees are entitled to two (2) fifteen (15) minute paid coffee/rest breaks and a thirty (30) minute unpaid lunch break per working day. Employees are to punch out for all of these breaks/lunches. Drivers who are not able to punch out will have thirty (30) minutes deducted from their time cards each working day.

ARTICLE 30. UNIFORMS

Employees shall be furnished uniforms as specified by the Company on the following basis:

a. Each employee shall have at least three (3) complete uniforms in good condition at all times.

b. Employees may be required to make a deposit with the Company equal to cost price of one (1) uniform upon the beginning of employment. Such deposit will be returned in full upon completion of employment and return of the uniform.

c. New uniforms may be issued by the Company only upon surrender of the worn out uniforms by the individual employees.

d. These uniforms must be worn during working hours and may only be worn while in the employment of the Company or in transit to and from work. Failure to do so may result in discipline up to and including termination.

e. Employees are responsible for the condition of their uniforms. Any intentional or unnecessary damage to uniforms that is not repairable by the uniform supply Company, is the employees responsibility. The replacement cost for a damaged shirt, pant, or jacket, is the employee's responsibility.

Employees that leave the Company are responsible for returning the quantity of uniforms issued to them. Any uniform shortages will be charged to the individual per the replacement cost to the Company. Employees agree to sign authorizations allowing Company the right to collect the cost of uniforms they fail to return when they leave employment by payroll deduction on last paycheck.

f. Drivers and cooler personnel will be furnished a jacket, to be replaced upon surrender of the worn out jacket.

ARTICLE 31. HOLIDAYS

July 29, 2012 - July 28, 2018

**CASS CLAY CREAMERY, INC. -
TEAMSTERS LOCAL 638
AGREEMENT**

**MANDAN, RUGBY AND MINOT, NORTH
DAKOTA**

RECEIVED

OCT 11 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

CASS CLAY CREAMERY, INC., of Dickinson, Mandan and Minot, North Dakota, hereinafter referred to as the "Employer" and TEAMSTERS LOCAL 638, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" agree to be bound by the following provisions covering wages and working conditions.

ARTICLE 1. UNION SHOP AND DUES

Sec. 1. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a conditions of employment or on and after the 31st day following the effective date of this subsection, whichever is the latter. This provision shall be made and become effective under the provisions of the National Relations Act, but no retroactively.

Sec. 2. When the Employer needs additional employees, they shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

Sec. 3. No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If, under applicable state law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

Sec. 4. If any agency shop clause is permissible in any state where the other provisions of this Article cannot apply, the following Agency Clause shall prevail.

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

(2). Life Insurance: Employer agrees to provide life insurance in the amount of \$20,000 per regular employee, \$3,000.00 for the spouse of the regular employee, \$2,000.00 per each child of the regular employee who is 6 months old, and \$200.00 life insurance for children 2 weeks to 6 months of age.

(3). Accidental Death and Dismemberment:	\$6,000.00
Weekly Benefit:	\$115.00
Benefit Period:	13 weeks
Waiting Period:	7 days sickness
	0 days accident

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

Cass Clay Creamery will comply with COBRA requirements.

ARTICLE 29. PENSION PLAN

The Employer agrees to contribute \$132.80 per week as of 7/29/12; \$138.10 per week as of 7/28/13; \$143.60 per week as of 7/27/14; \$149.30 per week as of 7/26/15; \$155.30 per week as of 7/31/16; \$161.50 per week as of 7/30/17. (Schedule B, Step 16) to the Central States Southeast and Southwest Areas Pension Plan on behalf of all active regular full time employees covered by this Agreement who have been on the payroll thirty (30) days or more:

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

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

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Contract, including weeks where work is performed for the Employer but not under the provisions of this Contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily, including summer vacation replacements, or in the case of an emergency in the terms of this contract, shall not be covered by any provisions of this paragraph unless such individual employed on a Casual (replacement or supplemental), and summer vacation replacement basis works 1,000 hours or more in a 12 month period, then he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees..

ARTICLE 30. SENIORITY

Sec. 1 Seniority shall be broken only by discharge, voluntary quit, or more than a one and a half (1 1/2) year layoff. A laid-off employee will be given one (1) week's notice of recall mailed to their last known address. Such notice shall be sent registered letter, return receipt requested. In the event the employee fails to report for work within one (1) week of receipt of the recall letter, such employee shall lose all seniority rights under this Agreement.

Sec. 2. Seniority shall govern in all cases of layoffs and recalls, provided the senior employee has the necessary qualifications for the work available. If a route or job is discontinued, the person that has this job may bump the person with the least amount of seniority. The person laid off shall be the one with the least seniority. When a change in route occurs, the driver with the most seniority shall have their pick of the routes involved. If more than two (2) routes are involved, the routes shall be chosen in the order of seniority.

Sec. 3. Overtime shall be assigned on the basis of seniority to the employees in the department where the overtime occurs. Employees who are punched out shall not be considered as available for overtime.

Sec. 4. Seniority shall prevail so long as the employee qualifies. A list of employees arranged in the order of their seniority shall be placed in a conspicuous place. Such list shall be undated and reposted every six (6) months. Employees bidding into a department must work the shift that they bid on and shall be paid the rate for the classification of work they are assigned to, or bid into after the qualifying period.

A G R E E M E N T

between

KENTUCKY TRUCK SALES, INC.

and

**GENERAL DRIVERS, WAREHOUSEMEN AND
HELPERS, LOCAL UNION NO. 89
Affiliated with the International
Brotherhood of Teamsters**

EFFECTIVE

August 6, 2013 to August 5, 2016

RECEIVED

JAN 30 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT by and between KENTUCKY TRUCK SALES, INC., P.O. Box 1507, Jeffersonville, Indiana, 47130 (hereinafter referred to as "the Company") and GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 89, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as "the Union").

ARTICLE 1 - JURISDICTION AND RECOGNITION

Section 1.1. In accordance with the Certification of Representation issued by the National Labor Relations Board in Cases Nos. 9-RC-1283, dated August 8, 1951, and 9-RC-5080, dated October 4, 1962, the Company as the successor in interest to the White Motor Company recognizes the Union as the exclusive bargaining representative for all classifications covered in this Agreement relative to rates of pay, hours of work and other conditions of employment, but excluding Shop Clerks, Office and Clerical Employees, Supervisor, Parts Delivery, Assistant Parts Delivery, Parts Manager and Counter Parts Manager.

ARTICLE 2 - UNION SECURITY AND CHECK OFF

Section 2.1. A. The Company agrees that as a condition of employment, all employees covered by the provisions of this Agreement must become a member of the Union and continue to be a member in good standing, if his/her employment continues beyond six (6) months from the date of hiring. The Company agrees to notify the Union of the employment of such new employees.

discipline and/or discharge under this Article.

ARTICLE 18 - SAFETY COMMITTEE.

Section 18.1. A Safety Committee of no more than three (3) employees will be elected by the employees covered hereunder. A member of management will represent the Company as part of said committee and will act as Chairman of same. The Safety Committee will meet once a month on the Company premises to discuss and review with representatives of the Company problems affecting the safety of the employees. All equipment shall be inspected by the Committee once each month and they will make necessary recommendations concerning the equipment. The Company shall give consideration to all recommendations made by the Committee. A written record of the meetings of the Committee shall be maintained on file.

Section 18.2. The Company will conduct quarterly shop meetings on each shift to discuss general shop issues.

ARTICLE 19 - PENSION PLAN

The Company shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund, The sum of such contribution will be \$99.00 per week the first year, \$103.00 per week the second year, \$107.10 per week the third year, per employee for the term of this Agreement.

WITNESSETH: Whereas, the Union and the Company has entered into an agreement which provides for participation in the Central States, Southeast and Southwest Areas Plan Pension Fund in order to obtain retirement benefits for employees represented by the Union and employed by the Company.

NOW, therefore, for and in consideration of the premises and mutual covenants herein contained, and the acceptance of the parties as participants by said TRUST FUND, the Union and the Company hereby agree as

follows:

1. The Union and the Company agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Plan Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted;

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

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

4. In accordance with the collective bargaining agreement, a copy of which is attached hereto, the effective date of participation in the Pension Fund is September 1, 1966.

5. The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund as outlined at the very beginning of this Article.

6. It is agreed by the parties hereto that, by virtue of its participation in the above plan, the Company is relieved of all obligation regarding the payment of pension benefits under any prior Company sponsored

pension program to employees in the bargaining unit; and the Union hereby waives any right it may have in this regard. Further, said employees will be ineligible to participate in any pension or annuity plan of the Company from the effective date of the plan.

7. The Company will be relieved of any and all obligations with respect to the application of the contributions made, the payment of benefits provided by such pension plan (including any case where Trust Funds may become insufficient to pay the benefits by such Pension Plan) or the furnishing of additional benefits not provided by the plan as identified above.

ARTICLE 20 - MEDICAL TREATMENT

Section 20.1. In the event an employee is injured while on duty with the Company and is required to report to a physician, no time shall be deducted for the balance of his/her shift on which the injury occurred provided he/she is not permitted to return to work upon orders from the examining physician. In the event the doctor requests the employee to make additional trips to his office, the Company will pay for this lost time.

Section 20.2 Employees are required to report all work related injuries or accidents to management at the time of injury or accident.

ARTICLE 21 - DISCRETIONARY BONUSES AND OTHER GRATUITIES

The Company shall have the right, in its sole discretion



TEAMSTERS LOCAL #727

AGREEMENT

F. K. KETLER COMPANY, INC.

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DEPARTMENT**

September 1, 2013 - August 31, 2016

AGREEMENT

AUTO LIVERY CHAUFFEURS, EMBALMERS, FUNERAL DIRECTORS, APPRENTICES, AMBULANCE DRIVERS, AND HELPERS, TAXICAB DRIVERS, MISCELLANEOUS GARAGE EMPLOYEES, CAR WASHERS, GREASERS, POLISHERS AND WASH RACK ATTENDANTS UNION, MOTION PICTURE THEATRICAL, EXPOSITION, CONVENTION, AND TRADE SHOW EMPLOYEES, PHARMACISTS, BUS DRIVERS, PARKING LOT ATTENDANTS, AND HIKERS, HOTEL INDUSTRY AND RACETRACK INDUSTRY EMPLOYEES CHICAGO AND VICINITY, ILLINOIS LOCAL NO. 727, an affiliate of I.B. of T.

THIS AGREEMENT is made and entered into this 1st day of September, 2013, by and between F. K. KETLER COMPANY, INC., hereinafter referred to as the "COMPANY", and the AUTO LIVERY CHAUFFEURS, EMBALMERS, FUNERAL DIRECTORS, APPRENTICES, AMBULANCE DRIVERS, AND HELPERS, TAXICAB DRIVERS, MISCELLANEOUS GARAGE EMPLOYEES, CAR WASHERS, GREASERS, POLISHERS AND WASH RACK ATTENDANTS, MOTION PICTURE THEATRICAL, EXPOSITION, CONVENTION, AND TRADE SHOW EMPLOYEES, PHARMACISTS, BUS DRIVERS, PARKING LOT ATTENDANTS, AND HIKERS, HOTEL INDUSTRY AND RACETRACK INDUSTRY EMPLOYEES CHICAGO AND VICINITY LOCAL NO. 727, hereinafter referred to as the "UNION".

ARTICLE I - RECOGNITION

- (a) The Company recognizes the Union as the sole and exclusive bargaining agent for all truck drivers and utility men.
- (b) Upon the signing of this Agreement, all employees of the Company covered by the bargaining unit as mentioned in Section (a), Article I, who are not members of the Union, shall on their 31st day of employment with the Company, become members of the Union.
- (c) All new employees hired who are not members of the Union, shall become members of the Union on the 31st day after being hired or on the 31st day after the effective date of this contract; whichever is the later, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

The service of new employees shall be probationary for a period of ninety (90) days from the first day of employment, which period shall be known as the "trial period." During such period, employees

Contribution rate to the Fund will continue until such time as the Company secures and makes effective substantially identical benefits to those provided under the Fund's Plan for said employees and dependents.

C. Any notices required under this Article shall be sent by Certified or registered mail, return receipt requested:

If to the Company:	F. K. Ketler Attention: Jack Hawkins 5301 W. 65th Street/Unit E Bedford Park, IL 60638
If to the Union:	Teamsters Local Union No. 727 Attention: John Coli Jr., President and Business Manager 1300 West Higgins Road Suite 111 Park Ridge, IL 60068
If to the Fund:	Local 727, IBT, Health and Welfare Fund Attention: Bill Coli, Fund Manager 5940 W. Montrose Ave. Chicago, Illinois 60634
If to Elite:	Elite Administration Attention: 1300 West Higgins Road Suite 208 Park Ridge, IL 60068

Section 2. An employee who has been terminated or laid off, who wishes to continue health and welfare benefits, is responsible for contacting the International Brotherhood of Teamsters, Local 727, to make appropriate arrangements. Furthermore, all administration of the insurance plan will be the responsibility of the International Brotherhood of Teamsters-Local 727.

ARTICLE XII - PENSION PLAN

(a) The Company agrees during the term of this Agreement to contribute to the Central States, Southeast and Southwest Areas Pension Fund - Class 18 ("Pension Fund"), and to be bound by the applicable Trust documents and the Rules and Regulations of the Pension Fund, all on behalf of each regular employee covered by the plan, who has been employed for thirty (30) days as follows:

Effective September 1, 2013-	\$258.50 per week
Effective September 1, 2014-	\$274.00 per week
Effective September 1, 2015-	\$290.40 per week

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

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

ARTICLE XIII- LEGAL SERVICE PLAN

(a) The Company and the Union do hereby agree to be bound by the terms of the Agreement and Declaration of Trust creating and establishing the Local 727, I.B.T., Legal Service Fund (Fund), as amended from time to time.

(b) Effective September 1, 2013, the Company shall be obligated to contribute to the Fund the sum of twenty-five cents (.40¢) per hour for each hour worked for each employee covered by this Agreement, who has completed his probationary period, but not in excess of \$68.00 per month. (For purposes of this article all "paid" time (e.g. vacation) shall be considered as the receipt of pay for work performed during the week in which such employee benefit provision is applicable to the employee). The rate may increase each March 1st, to reflect the current rate set by the Master Commercial Parking Agreement.

(c) Contributions shall be paid monthly and shall be used by the Trustees of such Fund solely for the purpose of providing personal legal services and such other related benefits as may be afforded to employees, their spouses and dependents in accordance with the trust agreement creating said Fund as amended and the rules and regulations promulgated by the Trustees thereunder.

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

(e) Payments shall be made by checks payable to the Fund and such checks shall be delivered to the Fund along with the accompanying forms, showing computation thereof.

(f) Contributions due hereunder to the Legal and Educational Assistance Fund for all employees shall commence with the month in which employment begins.

(g) The above rates shall continue except as adjusted by the Board of Trustees pursuant to the Master Commercial Parking Agreement.

AGREEMENT

KIENSTRA HAULING (READY MIX DRIVERS)

2010 -2015

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 15TH DAY OF MARCH, 2010 BY AND BETWEEN KIENSTRA HAULING (READY MIX DRIVERS) , HEREINAFTER CALLED THE "EMPLOYER", AND THE CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER CALLED THE "UNION".

ARTICLE I - RECOGNITION

SECTION 1. THE EMPLOYER RECOGNIZES THE UNION AS THE EXCLUSIVE COLLECTIVE BARGAINING AGENT OF THE CHAUFFEURS, HELPERS AND WAREHOUSEMEN, BUT EXCLUDING OFFICE, CLERICAL AND PROFESSIONAL EMPLOYEES, GUARDS, LABORERS, HOISTING ENGINEERS, AND ALL OTHER EMPLOYEES AND SUPERVISORS FOR THE PURPOSE OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT.

SECTION 2. THE EMPLOYER WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

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

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

ARTICLE II - REPRESENTATION

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

THE COMPANY SHALL RETAIN THE RIGHT TO DISCIPLINE EMPLOYEES RESPONSIBLE FOR SUCH UNAUTHORIZED ACTIVITIES WITHOUT VIOLATION OF THE TERMS OF THIS AGREEMENT.

IN ORDER THAT THE COMPANY MAY BE APPRISED OF THE OFFICER OF THE UNION EMPOWERED TO AUTHORIZE STRIKES, WORK STOPPAGES, OR ACTIONS WHICH WILL INTERFERE WITH ACTIVITIES REQUIRED OF EMPLOYEES UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT ONLY THE TOP ADMINISTRATIVE OFFICERS OF THE LOCAL UNION HAS THE POWER OR AUTHORITY TO AUTHORIZE ANY SUCH ACTIONS OR GIVE THE ORDERS OR DIRECTIONS NECESSARY TO CARRY OUT ANY SUCH NOTICE. THE UNION SHALL NOTIFY THE EMPLOYER IN WRITING AS TO THE NAME OF ITS TOP ADMINISTRATIVE OFFICER.

ARTICLE XVIII - SAVINGS CLAUSE

THE AGREEMENT COVERS THE ENTIRE UNDERSTANDING BETWEEN THE EMPLOYER AND THE UNION. SHOULD ANY PROVISION OF THIS CONTRACT BE CONTRARY TO OR IN VIOLATION OF ANY APPLICABLE EXISTING OR FUTURE LAW, THEN SUCH PROVISION OF SUCH EVENT SHALL BE VOID AND OF NO FORCE AND EFFECT, BUT ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT AND BE BINDING UPON THE PARTIES. IT IS THE INTENTION OF THE PARTIES TO FULLY PRESERVE THE FULL FORCE AND EFFECT OF ALL PROVISIONS OF THIS CONTRACT NOT CONTRARY TO LAW.

ARTICLE XIX - MANAGEMENT

THE MANAGEMENT OF THE COMPANY'S BUSINESS AND THE DIRECTION OF THE WORKING FORCES, INCLUDING THE RIGHT TO HIRE, SUSPEND, DISCIPLINE OR DISCHARGE FOR PROPER CAUSE, OR TO TRANSFER, TO PROMOTE OR DEMOTE, AND THE RIGHT TO RELIEVE EMPLOYEES FROM DUTY FOR LACK OF WORK OR FOR OTHER LEGITIMATE REASONS, AND TO ASSIGN EQUIPMENT, IS VESTED EXCLUSIVELY IN THE COMPANY, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

ANY DISPUTE ARISING UNDER THIS CLAUSE SHALL BE SUBJECT TO ARBITRATION AS CONTAINED IN ARTICLE IX.

ARTICLE XX - PENSION

EFFECTIVE MAY 1, 2010, THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF FORTY TWO DOLLARS AND EIGHTY CENTS (\$42.80) PER EACH, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED AND FOURTEEN DOLLARS (\$214.00) A WEEK, FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO COMPLETED THIRTY (30) REGULAR WORKING DAYS OF EMPLOYMENT.

EFFECTIVE MAY 1, 2011 THIS CONTRIBUTION SHALL BE INCREASED TO FORTY SIX DOLLARS AND TWENTY CENTS (\$46.20) PER DAY EITHER WORKED OR COMPENSATED TO A MAXIMUM OF TWO HUNDRED THIRTY ONE DOLLARS (\$231.00).

EFFECTIVE MAY 1, 2012 THIS CONTRIBUTION SHALL BE INCREASED TO FORTY NINE DOLLARS AND NINETY CENTS (\$49.90) PER DAY EITHER WORKED OR COMPENSATED TO A MAXIMUM OF TWO HUNDRED FORTY NINE DOLLARS AND FIFTY CENTS (\$249.50).

EFFECTIVE MAY 1, 2013 THIS CONTRIBUTION SHALL BE INCREASED TO FIFTY TWO DOLLARS AND NINETY CENTS (\$52.90) PER DAY EITHER WORKED OR COMPENSATED TO A MAXIMUM OF TWO HUNDRED SIXTY FOUR DOLLARS AND FIFTY CENTS (\$264.50).

EFFECTIVE MAY 1, 2014 THIS CONTRIBUTION SHALL BE INCREASED TO FIFTY SIX DOLLARS AND TEN CENTS (\$56.10) PER DAY EITHER WORKED OR COMPENSATED TO A MAXIMUM OF TWO HUNDRED EIGHTY DOLLARS AND FIFTY CENTS (\$280.50).

EFFECTIVE MAY 1, 2010 FOR EACH DAY THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF EIGHT DOLLARS AND EIGHTY CENTS (\$8.80) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MAY 1, 2011 FOR EACH DAY THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF TWELVE DOLLARS AND TWENTY CENTS (\$12.20) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MAY 1, 2012 FOR EACH DAY THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF FIFTEEN DOLLARS AND NINETY CENTS (\$15.90) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MAY 1, 2013 FOR EACH DAY THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF EIGHTEEN DOLLARS AND NINETY CENTS (\$18.90) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MAY 1, 2014 FOR EACH DAY THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF TWENTY TWO DOLLARS AND TEN CENTS (\$22.10) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

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

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

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

IF ANY EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL

CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE SUFFICIENT MONEYS TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

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

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

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

ARTICLE XXI - MOONLIGHTING

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

SECTION 2. IT IS THEREFORE UNDERSTOOD AND AGREED THAT NO PERSON SHALL BE EMPLOYED FOR THE PERFORMANCE OF WORK COVERED BY THIS LABOR CONTRACT OR CONTINUED IN SUCH EMPLOYMENT IF HE HAS OR ACQUIRES REGULAR OR PART-TIME EMPLOYMENT EITHER WITH ANOTHER EMPLOYER IN ANY CAPACITY OR WITH THIS EMPLOYER IN A TYPE OF WORK NOT COVERED BY THIS AGREEMENT.

SECTION 3. CONSISTENT WITH THE OBJECT AND PURPOSES EXPRESSED IN SECTION 1. ABOVE, THE PARTIES MAY, BY MUTUAL AGREEMENT EVIDENCED BY A WRITTEN LETTER OR DOCUMENT, MAKE EXCEPTIONS TO THE PROVISIONS OF THIS ARTICLE IN SPECIFIC CASES CONSIDERED BY THEM TO MERIT AN EXCEPTION.

LETTER OF UNDERSTANDING

THE EMPLOYEES ARE CURRENTLY IN CLASS 18 OF CENTRAL STATES PENSION PLAN WITH A DAILY CONTRIBUTION RATE OF \$34.00. ANY INCREASE IN THAT CONTRIBUTION RATE DURING THE LIFE OF THIS AGREEMENT WILL BE DEDUCTED FROM THE WAGE INCREASE. IN ADDITION, IT IS AGREED THAT THE EMPLOYEES WILL REMAIN IN CLASS 18 DURING THE LIFE OF THE AGREEMENT.

Charles A. Kuntz
COMPANY

7/6/10
DATE

[Signature]
UNION

6-29-2010
DATE

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JUL 16 2010

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DEPARTMENT

KIENSTRA TRANSPORT

2011 - 2016

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AGREEMENT

KIENSTRA TRANSPORT

2011 - 2016

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 15TH DAY OF MARCH, 2011 BY AND BETWEEN KIENSTRA TRANSPORT, HEREINAFTER CALLED THE "EMPLOYER", AND THE CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER CALLED THE "UNION".

ARTICLE I - RECOGNITION

SECTION 1. THE EMPLOYER RECOGNIZES THE UNION AS THE EXCLUSIVE COLLECTIVE BARGAINING AGENT OF THE CHAUFFEURS, HELPERS AND WAREHOUSEMEN, BUT EXCLUDING OFFICE, CLERICAL AND PROFESSIONAL EMPLOYEES, GUARDS, LABORERS, HOISTING ENGINEERS, AND ALL OTHER EMPLOYEES AND SUPERVISORS FOR THE PURPOSE OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY, WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT FOR THE OPERATION OF THE EMPLOYER.

SECTION 2. THE EMPLOYER WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

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

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

ARTICLE II - REPRESENTATION

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

SECTION 2. THE EMPLOYER RECOGNIZES THE RIGHT OF THE UNION TO DESIGNATE JOB STEWARDS AND ALTERNATES.

THE AUTHORITY OF JOB STEWARDS AND ALTERNATES SO DESIGNATED BY THE UNION SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE FOLLOWING DUTIES AND ACTIVITIES:

1. THE INVESTIGATION AND PRESENTATION OF GRIEVANCES IN ACCORDANCE WITH THE PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT;

ARTICLE XIX - PENSION

EFFECTIVE MARCH 15, 2011 THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF ONE HUNDRED TWENTY SIX DOLLARS AND FIFTY CENTS (\$126.50) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) DAYS WORKED. EFFECTIVE MARCH 15, 2012 THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF ONE HUNDRED THIRTY TWO DOLLARS AND EIGHTY CENTS (\$132.80) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) DAYS WORKED. EFFECTIVE MARCH 15, 2013 THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF ONE HUNDRED THIRTY EIGHT DOLLARS AND TEN CENTS (\$138.10) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) DAYS WORKED. EFFECTIVE MARCH 15, 2014 THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF ONE HUNDRED FORTY THREE DOLLARS AND SIXTY CENTS (\$143.60) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) DAYS WORKED. EFFECTIVE MARCH 15, 2015 THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF ONE HUNDRED FORTY NINE DOLLARS AND THIRTY CENTS (\$149.30) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) DAYS WORKED.

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

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

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

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

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

IN THE EVENT THE TWO REPRESENTATIVES CANNOT CORRECT THE DELINQUENCY TO THEIR MUTUAL SATISFACTION WITHIN THE STATED TWO (2) WEEK PERIOD, THE UNION SHALL BE FREE TO TAKE SUCH ACTION AS IT DEEMS NECESSARY UNTIL SUCH DELINQUENCY PAYMENTS ARE MADE, AND IT IS FURTHER

AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN; THE EMPLOYER SHALL BE RESPONSIBLE TO HIS EMPLOYEES FOR LOSSES RESULTING THERE FROM.

ARTICLE XX - MOONLIGHTING

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

SECTION 2. IT IS THEREFORE UNDERSTOOD AND AGREED THAT NO PERSON SHALL BE EMPLOYED FOR THE PERFORMANCE OF WORK COVERED BY THIS LABOR CONTRACT OR CONTINUED IN SUCH EMPLOYMENT IF HE HAS OR ACQUIRES REGULAR OR PART-TIME EMPLOYMENT EITHER WITH ANOTHER EMPLOYER IN ANY CAPACITY OR WITH THIS EMPLOYER IN A TYPE OF WORK NOT COVERED BY THIS AGREEMENT.

SECTION 3. CONSISTENT WITH THE OBJECT AND PURPOSES EXPRESSED IN SECTION 1 ABOVE, THE PARTIES MAY, BY MUTUAL AGREEMENT EVIDENCED BY A WRITTEN LETTER OR DOCUMENT, MAKE EXCEPTIONS TO THE PROVISIONS OF THIS ARTICLE IN SPECIFIC CASES CONSIDERED BY THEM TO MERIT AN EXCEPTION.

ARTICLE XXI - JOB LABOR STANDARDS AND JOB SECURITY

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

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

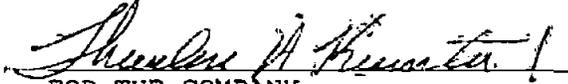
SECTION 3. THE EMPLOYER AGREES TO REFRAIN FROM KNOWINGLY EMPLOYING THE SERVICES OF ANY PERSON, OR PERSONS, WHO DOES NOT OBSERVE THE WAGES, HOURS AND CONDITIONS OF EMPLOYMENT ESTABLISHED BY THIS COLLECTIVE BARGAINING AGREEMENT ON WORK COVERED BY THIS AGREEMENT.

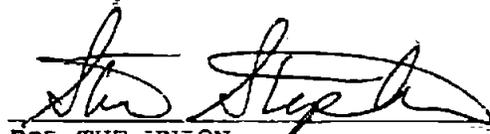
ARTICLE XXII - AUTHORIZED DEDUCTIONS

THE EMPLOYER WILL RECOGNIZE AUTHORIZATION FOR DEDUCTION ONCE A YEAR FROM WAGES, IF IN COMPLIANCE WITH STATE LAW, TO BE TRANSMITTED TO THE LOCAL UNION OR TO SUCH OTHER ORGANIZATION AS THE UNION MAY REQUEST. NO AUTHORIZATION SHALL BE RECOGNIZED IF IN VIOLATION OF STATE OR FEDERAL LAW. NO DEDUCTION SHALL BE MADE WHICH IS PROHIBITED BY APPLICABLE LAW.

LETTER OF UNDERSTANDING

THE EMPLOYEES ARE CURRENTLY IN CLASS 16 OF CENTRAL STATES PENSION PLAN. THE SCHEDULED CONTRIBUTIONS FOR CENTRAL STATES PENSION PLAN ARE, EFFECTIVE MARCH 15, 2011 ONE HUNDRED TWENTY SIX DOLLARS AND FIFTY CENTS (\$126.50) PER WEEK FOR EACH EMPLOYEE. EFFECTIVE MARCH 15, 2012 ONE HUNDRED THIRTY TWO DOLLARS AND EIGHTY CENTS (\$132.80) PER WEEK FOR EACH EMPLOYEE. EFFECTIVE MARCH 15, 2013 ONE HUNDRED THIRTY EIGHT DOLLARS AND TEN CENTS (\$138.10) PER WEEK FOR EACH EMPLOYEE. EFFECTIVE MARCH 15, 2014 ONE HUNDRED FORTY THREE DOLLARS AND SIXTY CENTS (\$143.60) PER WEEK FOR EACH EMPLOYEE. EFFECTIVE MARCH 15, 2015 ONE HUNDRED FORTY NINE DOLLARS AND THIRTY CENTS (\$149.30) PER WEEK FOR EACH EMPLOYEE. ANY INCREASE IN THAT CONTRIBUTION RATE DURING THE LIFE OF THIS AGREEMENT WILL BE DEDUCTED FROM THE EMPLOYERS WAGE INCREASES. IN ADDITION, IT IS AGREED THAT THE EMPLOYEES WILL REMAIN IN CLASS 16 DURING THE LIFE OF THE AGREEMENT.


FOR THE COMPANY


FOR THE UNION

RECEIVED

MAR 21 2011

CONTRACT
DEPARTMENT

From:

To: 18475189768

02/01/2012 14:49

#753 P. 002/025

AGREEMENT

BETWEEN

**KINDER MORGAN BULK TERMINALS, INC.
D/B/A
PINNEY DOCK AND TRANSPORT LLC**

AND

TEAMSTERS LOCAL UNION 377

JULY 1, 2011 THROUGH JUNE 30, 2016

RECEIVED

FEB 02 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into at Ashtabula, Ohio, by and between the KINDER MORGAN BULK TERMINALS, INC. D/B/A PINNEY DOCK & TRANSPORT LLC, hereinafter referred to as the "Employer," and the TEAMSTERS LOCAL UNION NO. 377, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union."

ARTICLE 1 RECOGNITION

1.1 Exclusive Bargaining Agent. The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives or successors, as the exclusive bargaining agency for all of the employees in the classifications of work the Employer as herein defined.

1.2 No Individual Bargaining. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it is through duly authorized representative of the Union. Any such Agreement shall be null and void.

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

ARTICLE 2 UNION SHOP

2.1 Union Membership. All present employees who are members of the Union on the effective date of this subsection shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the 61st calendar date following the effective date of this subsection, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

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

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

ARTICLE 13
PENSION PLAN

13.1 Contributions to Pension Fund.

\$184.30 per regular employee week beginning July 1, 2011
\$193.50 per regular employee week beginning July 1, 2012
\$201.20 per regular employee week beginning July 1, 2013
\$209.20 per regular employee week beginning July 1, 2014
\$217.60 per regular employee week beginning July 1, 2015

13.2 Covered Employees. Contributions will be remitted to Central States Pension Fund on behalf of all regular full-time employees after they have been on the Employer's payroll for sixty (60) calendar days.

13.3 Casual Employees. The parties agree that in the event that an individual (a Kinder Morgan/Pinney Dock & Transport employee) employed on a casual basis works 1,000 hours or more in each calendar year, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this Contract for regular employees.

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

13.5 Contributions During Absences. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of six (6) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such regular employee returns to work, however, such contributions shall not be paid for a period of more than nine (9) months. If a regular employee is granted a leave of absence, the Employer shall collect from the said regular employee, prior to the leave of absence being effective, sufficient money to pay the required contributions into the Pension Fund during the period of absence.

13.6 Pension Plan Contribution. The parties agree that sufficient contribution amounts will be made available to the pension fund from the total economic package agreed to in these negotiations to support any rehabilitation/funding

improvement plan schedule adopted by the Pension Board of Trustees and approved by the bargaining parties pursuant to the Pension Protection Act (PPA) during the term of this agreement. In no event shall the total wage/fringe package be increased during the term of the Agreement as a result of the foregoing.

The Union shall have the right to unilaterally reallocate the existing economic package (wages and fringes) provided on behalf of bargaining unit employees twice a year in September and March, but if such reallocation is not implemented at least thirty (30) days prior to the first of September and at least thirty (30) days prior to the first of March, the Employer shall be entitled to reduce the wage rate paid to covered employees by the amount of the additional contribution rate (including any and all employer surcharges imposed by operation of the PPA) the Employer is required to pay to the Pension Plan for the period of time that such additional contributions are required.

In no event shall the total wage/fringe package be increased during the term of the agreement, other than as shown in this Agreement. Any additional costs related to the pension plan or medical or other health and welfare provisions will be paid from reallocations by the union from existing wages or contributions, but no additional cost shall be realized by the Company.

13.7 Trust Agreements. The Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreements, hereby waiving all notice thereof and ratifying all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 14 WAGE SCALE

14.1 Wage Rates for New Hires. Any employee who is hired on a permanent and regular basis shall work under the terms of this Agreement, excepting that his wage scale shall be as follows:

First (1st) year of employment = 80% of the current hourly rate

Second (2nd) year of employment = 90% of the current hourly rate

Third (3rd) year of employment = 100% of the current hourly rate

New hire wage rates can be adjusted based on experience and at management's discretion, not to exceed the wage schedule.

14.2 Wage Rates for Regular Employees. The wage scale for regular employees is included at Attachment A.

AGREEMENT

THIS AGREEMENT, made and entered into by and between KING'S MATERIAL, INC., CEDAR RAPIDS BLOCK DIVISION, assignees and successors, hereinafter referred to as the "EMPLOYER" or "COMPANY", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION", is for the period of April 3, 2011, through and including April 2, 2016.

WHEREAS, it is mutually desired between the parties hereto to bring about an effectual spirit of fair dealing, promote the general welfare of the industry, assist in stabilizing conditions generally, and to maintain the standard of the industry in high public repute, and, to such end and purpose, the parties have agreed and do hereby agree upon terms and provisions covering wages and working conditions of those employees coming within the jurisdiction of Chauffeurs, Teamsters and Helpers Local Union No. 238, as follows:

ARTICLE 1 RECOGNITION

Section 1.1

The Employer recognizes the Union as the exclusive bargaining agent for all classifications of employees covered by this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1

This Agreement is not intended to interfere with, abridge, or limit the right of the Employer to manage its business and direct its employees in their employment.

Section 2.2

Except as otherwise specifically provided elsewhere in this Agreement, the Employer retains all of the rights and functions of management that it has by law.

ARTICLE 3 CHECK OFF

Section 3.1

The Employer agrees to deduct from the pay of all employee members of the Union, dues, initiation fees, and/or assessments of the Local Union and agrees to remit to the Union all such deductions once a month on the second payday of each month during the life of this contract. The Union will furnish the Employer written authorization signed by the respective employees for these deductions as may be required by law.

ARTICLE 23
PENSION PLAN

Section 23.1

Effective April 3, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of one hundred twenty six dollars and fifty cents (\$126.50) per week for each employee covered by this Agreement who has actually worked thirty (30) days, not calendar days, or more in the employment of the Employer.

Effective April 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of one hundred thirty two dollars and eighty cents (\$132.80) per week for each employee covered by this Agreement who has actually worked thirty (30) days, not calendar days, or more in the employment of the Employer.

Effective March 31, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of one hundred thirty eight dollars and ten cents (\$138.10) per week for each employee covered by this Agreement who has actually worked thirty (30) days, not calendar days, or more in the employment of the Employer.

Effective March 30, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of one hundred forty three dollars and sixty cents (\$143.60) per week for each employee covered by this Agreement who has actually worked thirty (30) days, not calendar days, or more in the employment of the Employer.

Effective March 29, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of one hundred forty nine dollars and thirty cents (\$149.30) per week for each employee covered by this Agreement who has actually worked thirty (30) days, not calendar days, or more in the employment of the Employer.

Section 23.2

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

Section 23.3

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

Section 23.4

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

not be paid for a period of more than twelve (12) months, If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 23.5

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

Section 23.6

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

Section 23.7

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

ARTICLE 24
SEPARABILITY AND SAVINGS

Section 24.1

If any article or section of this contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 24.2

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, and if the subject of such invalid or unenforceable article is the proper subject of collective bargaining, then the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this contract to the contrary.

ARTICLE 27
401(K)

Section 27.1

The Employer will contribute the following into a qualified 401(k) retirement savings plan:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Employer Contribution	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Employee Minimum Required Contribution	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

The above are contributions on a per hour basis, not subject to time and one half. The employee has to make the minimum contribution to receive the Company contribution. The 401(k) is an employee owned retirement savings plan. The Employer and employee's contributions are made on a pre-tax basis.

ARTICLE 28
PERIOD OF AGREEMENT

Section 28.1

THIS AGREEMENT shall be in force and effect from April 3, 2011 to and including April 2, 2016.

Section 28.2

It is also further agreed that should the parties fail to reach agreement during such negotiations that both parties shall be entitled to all lawful and economic recourse, notwithstanding any other provisions of this Agreement to the contrary.

Section 28.3

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

AGREEMENT

BETWEEN

KING'S MATERIAL, INC., READY MIX DIVISION

AND

**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238**

For the Period

April 29, 2012 to May 2, 2015

RECEIVED

MAY 15 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

The **KINGS MATERIAL, INC., READY MIX DIVISION**, located in Cedar Rapids and Marion, Iowa and hereinafter referred to as the "Employer," and **CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238**, an Affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to be bound by the terms and provisions of this Agreement for the period from April 29, 2012 to May 2, 2015.

ARTICLE 1 SALES OF ASSETS

Section 1.1

The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, lessee, transferee, assignee, etc., of the operation covered by the Agreement or any part thereof. The Employer will not require employees to purchase equipment of any kind.

ARTICLE 2 RECOGNITION

Section 2.1

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

Section 2.2

The term "employee" as used in this Agreement shall include truck drivers, concrete plant operators, and mechanics.

Section 2.3

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

Section 2.4

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

Section 16.3

If an employee is absent because of illness or off-the-job injury and notifies the Employer in writing of the cause of such absence within seven (7) calendar days of the illness or of the injury, and if Employee agrees not to receive unemployment benefits, the Employer shall continue to make the required contributions for a period of up to four (4) weeks that the Employee is unable to work. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months. If an Employee is granted a leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the health and welfare fund during the period of absence.

Section 16.4

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

Section 16.5

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

Section 16.6

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

Section 16.7

The Company has the option to offer a different health plan on each anniversary date of the contract.

ARTICLE 17
PENSION AND SAVINGS PLAN

Section 17.1

Effective April 29, 2012 through April 27, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of twenty six dollars and ten cents (\$26.10) per day to a maximum of one hundred thirty dollars and fifty cents (\$130.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 28, 2013 through May 3, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of twenty-seven dollars and seventy cents (\$27.70) per day to a maximum of one hundred thirty-eight dollars and fifty cents (\$138.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 4, 2014 through May 2, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of twenty-nine dollars and forty cents (\$29.40) per day to a maximum of one hundred forty-seven dollars (\$147.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Payments start after thirty (30) days actually worked on the clock, not calendar days. An employee must work for the Employer at least two (2) hours in a day to qualify for a contribution to the Fund for that day.

Section 17.2

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

Section 17.3

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

Section 17.4

If an Employee is absent because of illness or off-the-job injury and notifies the Employer in writing of the cause of such absence within seven (7) calendar days of the illness or of the injury, and if the Employee agrees not to receive unemployment benefits, the Employer shall continue to make the required contributions for a period of up to four (4) weeks that the Employee is unable to work. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months. If an Employee is granted a leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 17.5

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

other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 17.6

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

Section 17.7

Employer will contribute the following into a qualified 401(k) retirement savings plan:

	4-29-12	4-28-13	5-4-14
Employer Contribution	\$ 0.00	\$ 0.25	\$ 0.25
Employee Minimum Required Contribution	\$ 0.25	\$ 0.25	\$ 0.25

The above are contributions on a per hour basis, not subject to time and one half. Employee has to make the minimum contribution to receive the Company contribution. 401(k) is an employee owned retirement savings plan. The Employer and employee's contributions are made on a pre tax basis. The employee has to make the minimum contribution to receive the Employer's share.

ARTICLE 18
CHECK OFF

Section 18.1

The Employer agrees to deduct from the pay of all employees covered by this Agreement; dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same to be furnished in the form required.

Section 18.2

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

Section 18.3

The Employer shall make deductions for credit union and D.R.I.V.E. provided the employee has provided proper written authorization.

ORIGINAL

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

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

AND

LEE KINTNER & SONS

RECEIVED

JUN 03 2013

CONTRACT
DEPARTMENT

MARCH 1, 2013 TO FEBRUARY 28, 2016

AGREEMENT

The LEE KINTNER & SONS COMPANY, hereinafter referred to as the Employer, and the CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 135 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1 **UNION RECOGNITION**

***1.1** The Company agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive representative and collective bargaining agency for all of the employees of the Company as hereinafter defined.*

ARTICLE 2 **UNION SHOP**

***2.1** The Employer recognizes and acknowledges that the Union shall be the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of Collective Bargaining as provided by the National Labor Relations Act.*

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

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

ARTICLE 25
PENSION FUND

25.1 Effective March 1, 2013 the Employer shall contribute to the Central State Southeast and Southwest Areas Pension Fund the sum of Ninety-Nine Dollars (\$99.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

25.2 Effective March 1, 2014 the Employer shall contribute to the Central State Southeast and Southwest Areas Pension Fund the sum of One Hundred And Three Dollars (\$103.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

25.3 Effective March 1, 2015 the Employer shall contribute to the Central State Southeast and Southwest Areas Pension Fund the sum of One Hundred Seven Dollars And Ten Cents (\$107.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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

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

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

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

25.8 Employees taking leave of absence under ARTICLE 5 of this Agreement must make suitable arrangements for contributions of pension payment before the leave may be approved between the Union and the Employer.

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

AGREEMENT

BETWEEN

KIRBY- SMITH MACHINERY INC.

AND

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

EFFECTIVE

12/1/11 THROUGH 11/30/16

11 06 2012

JAN 06 2012

QUALITY
DEPARTMENT

AGREEMENT

Between

KIRBY-SMITH MACHINERY INC.

And

TEAMSTERS LOCAL #618

This Agreement made and entered into this 1st day of December, 2011 by and between KIRBY-SMITH MACHINERY INC. hereinafter called the "Employer," party of the first part, and the AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL #618, hereinafter referred to as the "Union," party of the second part.

ARTICLE I

RECOGNITION

1:01 — Recognition — The Employer recognizes the Union as the sole collective bargaining agent for all warehousemen and equipment parts department employees including parts inventory employees at the Employer's St. Louis, (County) Missouri, facility, excluding all office clerical employees, clerks, stenographers, cashiers, teletype and telex operators, mechanics, professional employees, guards, supervisors as defined in the Act, and all other employees. Recognition is predicated upon and limited in accordance with the certification of representatives issued by the National Labor Relations Board on January 18, 1974 in Case No. 14-RC-7519.

It is further agreed that no other labor organization or group of employees shall be recognized as the representative of the employees employed in the above described collective bargaining unit.

or more, unless such employee has been covered by the Welfare Fund in the twelve (12) months immediately preceding his employment.

15:05 — DELINQUENCY — Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund created under this contract, in accordance with the rules and regulations of the Trustees in such Fund, the employees or their representative after the proper official of the Local Union shall have given seventy-two (72) hours written notice to the Employer of said delinquency in Health and Welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

ARTICLE XVI

PENSION

Effective December 1, 2011, the Employer shall contribute to the Central States, Southeast, and Southwest Areas Pension Fund (“Central States Pension Fund”) the sum of One Hundred Fifteen Dollars Sixty Cents (\$115.60) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more. The contribution rate will be increased to One Hundred Twenty Four Dollars Eighty Cents (\$124.80) per week, effective May 1, 2012, to One Hundred Thirty Two Dollars Thirty Cents (\$132.30) per week, effective May 1, 2013, to One Hundred Forty Dollars Twenty Cents (\$140.20) per week, effective May 1, 2014, to One Hundred Forty Eight Dollars Sixty Cents (\$148.60) per week, effective May 1, 2015, and to One Hundred Fifty Four Dollars Fifty Cents (\$154.50) per week, effective May 1, 2016. Any increase(s) in the contribution rate to Central States during the term of this Agreement, over and

above the weekly contribution rates noted in the preceding sentence, will be deducted from the wage increases to be paid employees under this Agreement.

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a temporary, seasonal, or extra employee, covered by this Agreement after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked. In the event that any temporary, seasonal, or extra employee works 1,000 hours or more in any 12-month period, pension contributions will be required on that employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this Agreement for non-temporary, seasonal, and extra employees.

There shall be no other pension fund under this Agreement other than the Central States Pension Fund.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave-of-absence, the Employer shall collect from said employee, prior to the leave-of-absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. If the employee fails to pay the required contributions, the Company has no further responsibilities to that employee until he returns to work. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the

payment of his contributions to the Pension Fund created under this contract, in accordance with the rules and regulations of the Trustees of such Fund, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, 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.

Note: The Company uses of temporary/emergency employees can only be on a limited basis and their use must be consistent with the definition of temporary.

ARTICLE XVII

CLASSIFICATIONS AND WAGES

Wages and classifications, which are set forth in Appendix A, are for pay purposes only.

ARTICLE XVIII

OVERTIME

The employees shall be paid time and one-half (1-1/2) their rate for all hours worked in excess of eight (8) in any one day or in excess of forty (40) hours in any one week. For the purpose of computing overtime, all hours received for funeral leave and jury duty will be credited as time worked. If a holiday falls on Monday through Friday or a vacation day is taken Monday through Friday, it will be counted as time worked for the limited purpose of determining the appropriate rate of pay for hours actually worked on Saturday. Double the employee's rate shall be paid for all hours worked on Sunday and Holidays, set out herein. In the case of holidays, it shall be in addition to holiday pay due said employee.

Employee's rate of pay shall be construed to mean base rate or a red circle rate, which ever is higher.

AGREEMENT

By and Between

KIRSCHER TRANSPORT

and

**TEAMSTERS GENERAL LOCAL 346
Duluth, Minnesota**

**November 15, 2012
through
November 14, 2015**

RECEIVED

MAR 19 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

By and Between

KIRSCHER TRANSPORT

and

TEAMSTERS GENERAL LOCAL 346

Kirscher Transport, hereinafter referred to as the "Employer" and **Teamsters General Local 346**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", agree to be bound by the following provisions covering wages, benefits and working conditions during the term of this Contract. The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

ARTICLE 1 - RECOGNITION

The Union shall be the sole representative of the unit composed of all regular full-time and part-time drivers.

ARTICLE 2 – UNION SECURITY

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

CHECKOFF – The Employer agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Checkoff procedures and timing shall be worked out locally. If there is no agreement, the matter shall be referred to the grievance procedure.

DRIVE AUTHORIZATION AND DEDUCTION – The Employer agrees to deduct from the paycheck of all employees covered by this Agreement who request voluntary contributions to DRIVE. DRIVE shall provide the Employer executed and signed payroll deduction authorization forms designated by each contributing employee that include

thirty (30) calendar days for Dental – Plan G.

Effective November 15, 2012, the employee shall be charged twenty-one (21%) percent co-pay of the monthly premiums to the above named Plans.

Effective November 15, 2013, the employee shall be charged twenty-two (22%) percent co-pay of the monthly premiums to the above named Plans.

Effective November 15, 2014, the employee shall be charged twenty-three (23%) percent co-pay of the monthly premiums to the above named Plans.

If the Health and Welfare rates do not increase there will be no rate increase for employees.

Employee contributions will be pre-taxed per Section 125 of the tax codes.

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

Action for delinquent contributions may be instituted by either the Local Union or the Fund Trustees. An Employer who is delinquent must also pay all attorney's fees and costs of collections.

By the execution of this Agreement the Employer authorizes the Employers Associations who are signatories to similar Collective Bargaining Agreements signed with Teamsters Unions, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such trust agreements, hereby waiving all notices thereof and ratifying all actions taken or to be taken by such trustees within the scope of their authority.

Vision: Vision option will be offered through the Teamsters Local 346 Health Fund and will be payroll deducted from employee at employee expense. All employees must participate.

ARTICLE 29 – PENSIONS

The Employer shall contribute to the pension fund for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more the sum of one hundred thirty-two dollars and thirty cents (\$132.30) per week effective November 15, 2012.

The Employer shall contribute to the pension fund for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more the sum of one hundred thirty-seven dollars and sixty cents (\$137.60) per week effective November 15, 2013.

The Employer shall contribute to the pension fund for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more the sum of one hundred forty-three dollars and ten cents (\$143.10) per week effective November 15, 2014.

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

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

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

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

ARTICLE 30 – SUBCONTRACTING

The Employer agrees to refrain using the services of any person who does not observe the wages, hours and conditions of employment established by labor unions having jurisdiction over the type of services performed.

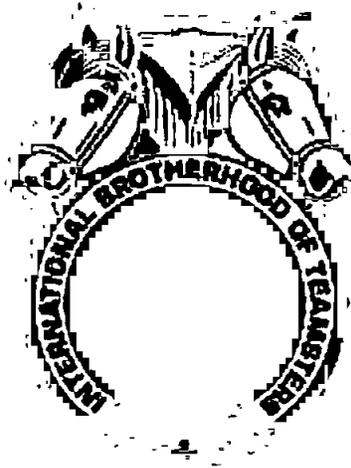
For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 600
161 Weldon Parkway
Maryland Heights, MO 63043



And

KLANCE STAGING, INC.
TRADE SHOW
&
PRODUCTION EVENTS

Effective
April 1, 2013 to March 31, 2018

RECEIVED

APR 26 2013

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT entered into as of this ____ day of _____, 2013 by and between Klance Staging, Inc. for its operations in St. Charles City and/or St. Charles County, Jefferson County, Warren County, Franklin County, Ste. Genevieve County, Lincoln County, St. Francois County, St. Louis City and/or St. Louis County, or its successors and assigns (hereinafter designated as the "Employer") and TEAMSTERS LOCAL 600, Affiliated with the International Brotherhood of Teamsters, (hereinafter designated as the "Union"), for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed by the parties.

ARTICLE 1 - UNION SHOP CLAUSE

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on or after the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all new regular employees covered by this Agreement and hired on or after its execution shall, on or after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

ARTICLE 2 - UNION RECOGNITION

The Employer, for its operation in St. Charles City and/or St. Charles County, Jefferson County, Warren County, Washington County, Franklin County, Ste. Genevieve County, Lincoln County, St. Francois County, St. Louis City and/or St. Louis County, recognizes the Union as the exclusive collective bargaining agent for all its employees who are employed by it to load, unload and operate all material handling equipment for that purpose other than cranes or other equipment requiring specialized operators, to perform the work the Employer has been hired to perform. This recognition shall exclude the work recognized in labor agreement mutually agreed to by Local 600 and the United Steelworkers of America UD (Upholstery Division), Local 25U, and/or Awning and Tent Workers, Decorators and Displaymen Local 39U and performed jointly by them and members of the Carpenters District Council of St. Louis, and also excluding maintenance cleaning personnel, graphic arts personnel, guards, professionals, clericals and supervisors as defined by the National Labor Relations Act. The parties agree that the movement of empty crates from the exhibitors' booths to the storage area and vice versa as well as to and from a marshalling/staging yard is recognized to be the work of Teamsters Local 600 and shall be performed by an employee of the Employer. Additionally, all shuttle work to and from a marshalling yard is recognized to be the work of Teamsters Local 600 and the Company agrees to employ at least one driver from Teamsters Local 600 to perform shuttle work to and from the marshalling yard on shows that require such work. This work would include marshalling Decorators' trailers as performed in the past.

In the event the parties are unable to obtain a FMCS Mediator, the parties may agree to another person experienced in the Industry to serve as bench arbitrator. A written decision will be given to the parties on each case heard.

- d. The parties will equally bear the expenses of FMCS Mediation, including the arbitrator's fee. The parties will pay their own attorney's fees and expenses. If the parties agree that the FMCS Mediation hearing should be transcribed, the parties shall equally bear the cost of the court reporter and the transcript. If only one party desires a written transcript of the FMCS Mediation hearing, that party shall bear the full cost of the court reporter and the transcript.
 - e. The mediator's award shall be final and binding. If the Union files suit to enforce the award, the prevailing party shall be entitled to its attorneys' fees incurred in the enforcement litigation.
3. All time periods except the initial seven-day period for initial discussion of a dispute may be extended by mutual written agreement of the parties.
 4. During the term of this Agreement, there shall be no strikes, lockouts or slowdowns of work except as specifically provided in this Agreement.

ARTICLE 16 - PENSION

Effective April 1, 2013 the Employer shall pay fifty two dollars and ninety cents (\$52.90) per day for each regular employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2014 the Employer shall pay fifty six dollars and ten cents (\$56.10) per day for each regular employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2015 the Employer shall pay fifty nine dollars and fifty cents (\$59.50) per day for each regular employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2016 the Employer shall pay sixty one dollars and ninety cents (\$61.90) per day for each regular employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2017 the Employer shall pay sixty four dollars and forty cents (\$64.40) per day for each regular employee to the Central States Southeast and Southwest Areas Pension Fund.

Contributions to the Trust Fund shall be made by the Employer for each regular employee covered by this Agreement for each day in which the employee works. If an employee is injured on the job, the Employer shall continue to pay the required

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

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

ARTICLE 17 - FUND AUDITS AND DELINQUENCIES

1. The Trustees or their designated representatives shall have the authority to audit the records of the Employer for the purpose of determining the accuracy of contributions to the fund and adherence to the requirements of this Agreement regarding coverage and contributions.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Exhaustion of the grievance procedure shall not be required before the institution of any action for delinquent contributions.

Employers who are delinquent must also pay all attorneys' fees and costs of collection.

2. Notwithstanding any other provisions in this Agreement, any failure of the Employer to fully comply with its obligations under this Agreement to contribute to the pension fund shall entitle the Union at the Union's option to engage in a strike or work stoppage against the Employer or to take any economic action.

ARTICLE 18 - SAFETY

1. 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 it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the equipment has been inspected. If there is no work to be performed because of the deadlined equipment, an employee may, by seniority, be clocked out.

It shall also not be a violation of this Agreement or considered an unjustified refusal where an employee refuses to operate a vehicle when such operation constitutes a violation of any federal rules, regulations, standards, or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehension of serious injury to himself or the public due to the unsafe condition of such equipment.

AGREEMENT

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

ARTICLE 1 RECOGNITION

Section 1.1

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

Section 1.2

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

Section 1.3

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

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SEP 14 2012

**CONTRACT
DEPARTMENT**

ARTICLE 8 PENSION PLAN

Section 8.1

Effective May 1, 2012, the Employer shall continue to pay into the Central States Southeast and Southwest Areas Pension Fund, the rates listed in Section 8.1 (A) for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

In order to maintain the Pension Benefits Plan 17B for each employee who has been on the payroll for thirty (30) days or more, the Employer will contribute to the Central States Pension Fund May 1, 2012 a sum of \$193.10, May 1, 2013 a sum of \$200.80 per week for each employee covered by this Agreement.

Effective May 1, 2012 Employers shall have the option of making pension contributions on a weekly or hourly basis. Weekly rate May 1, 2012, \$193.10 per week, May 1, 2013, \$200.80 per week. Hourly rate May 1, 2012, \$6.00 per hour for all hours worked, May 1, 2013, \$6.20 per hour for all hours worked. The Employer will sign a Participation Agreement that indicates the hourly or weekly rates chosen. The parties also agree that they must remain at the selected method of reporting (weekly or hourly) for the entire term of the collective bargaining agreement.

Section 8.2

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

Section 8.3

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

Section 8.4

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

ARTICLE 9
SENIORITY

Section 9.1

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

Section 9.2

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

ARTICLE 10
RIGHTS OF UNION MEMBERS

Section 10.1

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

ARTICLE 23
DAVIS BACON

Section 23.1

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

ARTICLE 24
PERIOD OF AGREEMENT

Section 24.1

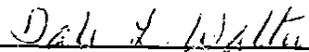
THIS AGREEMENT shall be in full force and effect from May 1, 2012 through April 30, 2014 inclusive.

Section 24.2

On or before the 1st day of March, 2012, either party desirous of any change in the working rules for the following year shall submit such request to the representative of the party in question and shall receive a receipt therefore. If neither party makes application for change then this Agreement shall become the body of the new Agreement for the year starting May 1, 2012 to and including April 30, 2014.

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

By 
Secretary-Treasurer

By 
Business Representative

KLEIMAN CONSTRUCTION

By 
Title VP/Comptroller

By _____

Title **RECEIVED**

SEP 14 2012

CONTRACT
DEPARTMENT

AGREEMENT

KLOSTERMAN BAKING COMPANY - ROSS AVENUE LOADERS

THIS AGREEMENT, made and entered into at Cincinnati, Ohio, by and between Klosterman Baking Company, hereinafter referred to as the Employer, and the General Teamsters Local 114 hereinafter referred to as the Union.

WITNESSETH: That the Employer and the Union acting by their duly authorized agents agree as follows:

ARTICLE I - RECOGNITION AND HIRING:

The Employer recognizes the Union as the sole bargaining agent of all the members of the Union who are in the employ of the Employer, on work as classified under Article II of this Agreement.

If the Company relocates routes from the Ross Plant Bakery at 1000 E. Ross Avenue to a depot within 35 miles of the bakery, General Teamsters Local 114 reserves the right to represent the loaders at the new location.

The parties agree that all employees subject to the jurisdiction of the Union shall become members of the Union on their 31st day of employment and shall remain in good standing thereafter, subject to the limitations of any applicable law.

New hires will be considered as probationary employees for a period of ninety (90) days and during this period the Employer may transfer, layoff or discharge said employee without notice or termination pay.

New employees shall file membership applications with the Union in sufficient and reasonable time for the above purpose.

The Employer agrees to report any new employees hired to the Union within forty-eight (48) hours after starting to work.

During the life of this Agreement, and in accordance with the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and with the terms of a form of authorization for checkoff of dues agreed to by the parties hereto, the Employer agrees to deduct Union Membership dues and/or initiation fees, levied in accordance with the constitution and by-laws of the Union, from the pay of each employee who signs the authorization.

Check-off deductions shall begin with the first payroll period following the month the Employer receives the authorization. Thereafter the Employer will deduct the membership dues

For an employee with greater than one year of service on the health plan, dental plan, short-term disability plan, and life insurance plan, the net cost per employee per week is as follows:

Coverage Status	Credits	Health	Dental	ST Dis	You Pay
Single	(\$33.87)	\$36.66	\$2.05	\$1.66	\$ 6.50
Single/Child	(\$58.58)	\$65.04	\$3.54	\$1.66	\$11.66
Employee/Spouse	(\$58.62)	\$65.19	\$3.52	\$1.66	\$11.75
Family	(\$78.67)	\$87.64	\$4.83	\$1.66	\$15.46

The Company agrees to provide and maintain the current health and welfare plans during the term of this agreement. In the event there is any Government (Federal, State or Local) mandated medical coverage implemented during the life of this contract, the Company has the right to re-open the contract for the purpose of negotiating new medical insurance coverage and contributions. If the company and the union are at an impasse, the company will not implement and both parties agree to mediation to resolve the issue.

Employees may select from any or all of the benefits above. Any remaining credits may be used for Flexible Spending/Dependent Care or received in Cash at 50%.

New Hires with less than one year of service are not eligible for the Flex Plan and will be eligible for the following benefits: Health Care, Long-term Disability, and Life Insurance. The net cost per week for these benefits is as follows:

Coverage Status	Amount
Single	\$10.00
Single/Child	\$18.00
Employee/Spouse	\$18.00
Family	\$23.00

Prescription drug co-pays are as follows:

Generic	\$15
Brand Preferred	\$25
Brand Non-Preferred	\$35

ARTICLE VIII - PENSION:

1. Effective June 1, 1971, the Employer agrees to begin participation in the Central States, Southeast and Southwest Areas Pension Fund for the term of this Agreement.
2. The Employer's obligation to make contributions to said pension plan shall be governed by the following provisions.
3. For all employees in the bargaining unit covered by the Collective Bargaining Agreement, with thirty (30) days or more of service who work one (1) or more days in a given work week. Any day for which an employee receives compensation in accordance with the

provisions of the Collective Bargaining Agreement shall be considered the same as a day worked.

4. If an employee is absent because of illness or off-the-job injury and notified the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.
5. If an employee is injured on the job the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.
6. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.
7. The Pension Fund shall be administered by a joint board of administration, with equal representation by both Union and Management to be established for the purpose of providing pensions for all employees covered by this Collective Bargaining Agreement.
8. The said Pension Fund so established shall qualify under any appropriate sections of the Internal revenue Code of 1954, so as to insure the Employer's contributions thereto will be considered as ordinary business expense in the tax year in which payments are made. All documents incident thereto, must be drawn to conform with all Federal and State laws.
9. In consideration of the provisions of Sections (3) and (4) above being properly complied with, the Employer agrees to sign and participate in an agreement and declaration of trust establishing said fund.
10. The Union, as bargaining agent for each of the Employees of the Employer covered by this Agreement, agrees on behalf of said employees who are now participants or who may otherwise be entitled to become, at any future date, participants in any existing pension plan originally established by an Employer, that each of said employees in consideration of the benefits to be received by him under the Joint Union-Management pension plan to be established hereunder, does hereby withdraw from and surrender, release, and relinquish any and all rights, privileges, and benefits in said Employer's pension plan and in any other existing privileges or benefits directly or indirectly related to said Employer's pension plan, with the sole exception of his rights to refunds of any contributions made him to said plan with interest, if so provided thereunder.
11. The Union agrees to obtain from each of the said employees covered by this Agreement, and employed by an Employer which has in effect an employer-established pension plan, individual releases, signed by each of said employees withdrawing from and relinquishing all of said employees' rights under said Employer's pension plan, effective as of midnight of the day preceding the date when the Employer's contributions to the pension plan

covered hereunder commences, as provided for above. The Employer reserves the right to withhold the payments required to be made by it in accordance with this section of the Agreement, as to any employee whose signed withdrawal and release shall not have been delivered to his Employer prior to the operative date of the pension plan herein contemplated, when the Employer's contribution to said pension plan commences.

12. RATE OF CONTRIBUTION – The Employer's rate of contribution shall be as follows:

Effective October 24, 2011	\$124.80 per week
Effective October 24, 2012	\$132.30 per week
Effective October 24, 2013	\$137.60 per week
Effective October 24, 2014	\$143.10 per week

ARTICLE IX - ARBITRATION

1. It is agreed that should any charge of violations of this Agreement, charge of discrimination, grievance or dispute arise between the parties hereto, during the life of this Agreement, such matters must be taken up immediately within five (5) days of the alleged occurrence and an attempt shall be made to settle such controversy amicably. In the event such controversy has not been settled amicably within ten (10) days, it shall then be submitted to arbitration, and the Employer and the Union shall jointly request the Federal Mediation and Conciliation Service to appoint an arbitrator to hear all the facts in the case and to render a decision as quickly as possible.
2. The decision or award of the arbitrator shall be final and binding upon both parties hereto.
3. It is agreed that during such proceeding, there shall be no lock-out, strike, stoppage of work, picketing, boycott, or the equivalent thereof. It is further agreed that any member of the Union engaging in a stoppage of work at anytime during the life of this Agreement in violation of the provisions of this Article, shall be subject to discharge.
4. Any charge covering the services of the arbitrator shall be borne equally by the Employer and the Union.
5. The above mentioned procedure will not apply to any dispute arising out of negotiations for any subsequent agreement.

ARTICLE X - MANAGEMENT RIGHTS:

1. Except as otherwise provided in this Agreement, the Union recognizes the sole and exclusive right of the Company to exercise all the rights or functions of management which the Company may exercise within its sole and exclusive discretion.

5. This article shall not be in effect in the event there is a primary picket line established on behalf of the Klosterman transport drivers covered by the collective bargaining agreement between General Teamsters Local 114 and Klosterman Baking Company.

ARTICLE XIII - TERMS OF AGREEMENT:

This Agreement shall take effect as of October 24, 2011, except as heretofore noted and shall continue in effect up to and including October 24, 2015, and thereafter until a new agreement has been consummated and signed, or this Agreement, after the above mentioned expiration date, has, upon sixty (60) days' written notice been cancelled or terminated by the Employer or the Union.

IN WITNESS WHEREOF, THE parties hereto have caused their names to be subscribed to duplicates hereof by their officers duly authorized so to do. The above contract changes have been agreed to by the following on this date: _____.

KLOSTERMAN BAKING COMPANY

BY:  12-21-11

GENERAL TEAMSTERS LOCAL
NO. 114

BY:  12-21-11

BY: _____



JAN 06 2012

CONTRACT
DEPARTMENT

AGREEMENT

General Teamsters Local Union No. 114

THIS AGREEMENT, made and entered into at Cincinnati, Ohio, by and between Klosterman Baking Cincinnati, Inc., located at 1000 E Ross Ave., Cincinnati, Ohio, hereinafter referred to as the Employer, and the General Teamsters Local Union No. 114, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

WITNESSETH: That the Employer and the union acting by their duly authorized agents agree as follows:

ARTICLE I - RECOGNITION AND HIRING:

The Employer recognizes the Union as the sole bargaining agent of all the members of the Union who are in the employ of the Employer, on work as classified under Article II of this agreement.

The parties agree that all employees subject to the jurisdiction of the Union shall become members of the Union no later than the thirty first (31) day from the commencement of their employment and shall remain in good standing thereafter, subject to the limitations of any applicable law.

New employees shall file membership applications with the Union within forty-eight (48) hours after starting to work.

New employees shall be considered as probationary employees for a period of ninety (90) days and during this period the Employer may transfer, layoff or discharge said employee without notice or termination pay. At the termination of the probation period employees shall be placed on the regular seniority roster and seniority shall date from the first (1st) day of hire.

During the life of this agreement, and in accordance with the provisions of Section 301(c) of the Labor Management Relations Act of 1947 and with the terms of a form of authorization for check-off of dues agreed to by the parties hereto, the Employer agrees to deduct Union Membership dues and/or initiation fees, levied in accordance with the constitution and by-laws of the Union, from the pay of each employee who signs the authorization.

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MAY 19 2014

**CONTRACT
DEPARTMENT**

ARTICLE VIII - UNIFORMS:

If the employer requires employees to wear uniforms, such wearing apparel as prescribed by the Employer shall be furnished without cost to the employee. Number of articles required shall be determined by the Employer. The employee shall be required to keep such wearing apparel neat and clean at all times. When an employee leaves the service of the Employer, he must return all such wearing apparel and any property of the Employer in his possession.

ARTICLE IX - SPECIAL MEETINGS:

Any special meetings scheduled on an off day requiring all transport drivers to attend shall be on company time. The Company will not schedule more than one (1) per month or eight (8) per year. All attendees will be paid a minimum of four (4) hours two (2) hours pay for each of the aforementioned meetings. It is the intent of the Company to schedule no more than two (2) meetings per year, each not exceeding two (2) hours in length, to be held in conjunction with the normal transport work schedule. These two (2) meetings will be scheduled to coincide with pre-departure time of the normal transport schedule and all attendees will be paid for the length of each meeting.

ARTICLE X - DISCRIMINATION:

Both of the parties to this agreement agree that they will not discriminate against any employee or prospective employee, because of his or her race, creed, sex, color, age, national origin, or qualified handicap status.

ARTICLE XI: HEALTH AND WELFARE

The Company will provide health care benefits as set forth in the attached Appendix A.

ARTICLE XII - PENSION PLAN

1. Effective March 1, 1977, the Employer agrees to begin participation in the Central States, Southeast and Southwest Areas Pension Fund for the term of this agreement.
2. The Employer's obligation to make contributions to said Pension Plan shall be governed by the following provisions:
3. For all employees in the bargaining unit covered by the Collective Bargaining Agreement, with thirty (30) days or more of service, who work one (1) or more days in a given work week. Any day for which an employee received compensation in accordance with the provisions of the Collective Bargaining Agreement shall be considered the same as a day worked.

4. If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.
5. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.
6. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.
7. The Pension Fund shall be administered by a joint Board of Administration with equal representation by both Union and Management to be established for the purpose of providing pensions for all employees covered by this collective Bargaining Agreement.
8. The said Pension Fund so established shall qualify under any appropriate sections of the Internal Revenue Code of 1954, so as to insure the Employer's contributions thereto will be considered as ordinary business expense in the tax year in which payments are made. All documents incident thereto, must be drawn to conform with all Federal and State laws.
9. In consideration of the provisions of Section (3) and (4) above being properly complied with, the Employer agrees to sign and participate in an Agreement, and Declaration of Trust-establishing said Fund.
10. The Union, as bargaining agent for each of the Employees of the Employer covered by this Agreement, agrees on behalf of said employees who are now participants or who may otherwise be entitled to become, at any future date, participants in any existing pension plan originally established by an Employer, that each of said employees in consideration of the benefits to be received by him under the joint Union-Management pension plan to be established hereunder, does hereby withdraw from and surrender, release and relinquish any and all rights, privileges and benefits in said employer's pension plan, and in any other existing privileges or benefits directly or indirectly related to said Employer's pension plan, with the sole exception of his right to refunds of any contributions made by him to said plan with interest, if so provided thereunder.
11. The Union agrees to obtain from each of the said employees covered by this Agreement, and employed by an Employer which has in effect an employee-established pension plan, individual release, signed by each of said employees, withdrawing from and relinquishing all of said employees' rights under said Employer's contributions to the pension plan covered hereunder commences, as provided for above. The Employer reserves the right to withhold the payments required to be made by it in accordance with this section of the Agreement, as to any employee whose signed withdrawal and release shall not have been

delivered to his Employer prior to the operative date of the pension plan herein contemplated, when the Employer's contribution to said pension plan commences.

12. RATE OF CONTRIBUTIONS - Increase in Klosterman contribution as required by the Pension Master Trust union representative as follows:

(Per Week Contribution) **Indicates 4% mandated pension increases.**

<u>March 2, 2014</u>	<u>March 2, 2015</u>	<u>March 2, 2016</u>	<u>March 2, 2017</u>
\$143.60	\$149.30	\$155.30	\$161.50

ARTICLE XIII - ARBITRATION:

1. It is agreed that should any charge of violations of this agreement, charge of discrimination, grievance or dispute arise between the parties hereto, during the life of this agreement, such matters must be taken up immediately within five (5) days of the alleged occurrence, and an attempt shall be made to settle such controversy amicably. In the event such controversy has not been settled amicably within ten (10) days, it shall then be submitted to arbitration and the Employer and the Union shall jointly request the Federal Mediation and Conciliation Service to appoint an arbitrator to hear all the facts in the case and to render a decision as quickly as possible.
2. The decision or award of the arbitrator shall be final and binding upon both parties hereto.
3. It is agreed that during such proceedings there shall be no lock-out, strike, stoppage of work, picketing, boycott, or the equivalent thereof. It is further agreed that any member of the Union engaging in a stoppage of work at any time during the life of this Agreement, in violation of the provisions of this Article, shall be subject to discharge.
4. Any charge covering the services of the arbitrator shall be borne equally by the Employer and the Union.
5. The above-mentioned procedure will not apply to any dispute arising out of negotiations for any subsequent agreement.

ARTICLE XIV - MANAGEMENT RIGHTS:

1. Except as otherwise provided in this Agreement, the Union recognizes the sole and exclusive right of the Company to exercise all the rights or functions of management which the Company may exercise within its sole and exclusive discretion.
2. Without limiting the generality of the foregoing, as used therein, the term "rights of management" includes the following, the exercise of which by the Company is not subject to prior discussion or negotiation with the Union during the term of this Agreement:

ARTICLE XVII - TERMS OF AGREEMENT:

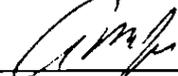
This agreement shall take effect as of March 1, 2014 and shall continue in effect up to and including March 1, 2018 and thereafter until a new agreement has been consummated, and signed, or this agreement, after the above-mentioned expiration date, has, upon sixty (60) days' written notice, been cancelled or terminated by the Employer or the Union. This is a 4 year agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed to duplicates hereof by their Officers duly authorized so to do.

EMPLOYER

UNION





Director of Human Resources

PRESIDENT

DATED 5/16/14

DATED 5-16-14

RECEIVED
MAY 19 2014
CONTRACT
DEPARTMENT

AGREEMENT

KLOSTERMAN BAKING COMPANY - MASON DEPOT LOADERS

THIS AGREEMENT, made and entered into at Cincinnati, Ohio, by and between Klosterman Baking Company, hereinafter referred to as the Employer, and the General Teamsters Local 114, hereinafter referred to as the Union.

WITNESSETH: That the Employer and the Union acting by their duly authorized agents agree as follows:

ARTICLE I - RECOGNITION AND HIRING:

The Employer recognizes the Union as the sole bargaining agent of all the members of the Union who are in the employ of the Employer, on work as classified under Article II of this Agreement.

If the Company relocates routes from the Ross Plant Bakery at 1000 E. Ross Avenue to a depot within 35 miles of the bakery, General Teamsters Local 114 reserves the right to represent the loaders at the new location.

The parties agree that all employees subject to the jurisdiction of the Union shall become members of the Union on their 31st day of employment and shall remain in good standing thereafter, subject to the limitations of any applicable law.

New hires will be considered as probationary employees for a period of ninety (90) days and during this period the Employer may transfer, layoff or discharge said employee without notice or termination pay.

New employees shall file membership applications with the Union in sufficient and reasonable time for the above purpose.

The Employer agrees to report any new employees hired to the Union within forty-eight (48) hours after starting to work.

During the life of this Agreement, and in accordance with the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and with the terms of a form of authorization for checkoff of dues agreed to by the parties hereto, the Employer agrees to deduct Union Membership dues and/or initiation fees, levied in accordance with the constitution and by-laws of the Union, from the pay of each employee who signs the authorization.

Check-off deductions shall begin with the first payroll period following the month the Employer receives the authorization. Thereafter the Employer will deduct the membership dues

For an employee with greater than one year of service on the health plan, dental plan, short-term disability plan, and life insurance plan, the net cost per employee per week is as follows:

Coverage Status	Credits	Health	Dental	ST Dis	You Pay
Single	(\$33.87)	\$36.66	\$2.05	\$1.66	\$ 6.50
Single/Child	(\$58.58)	\$65.04	\$3.54	\$1.66	\$11.66
Employee/Spouse	(\$58.62)	\$65.19	\$3.52	\$1.66	\$11.75
Family	(\$78.67)	\$87.64	\$4.83	\$1.66	\$15.46

The Company agrees to provide and maintain the current health and welfare plans during the term of this agreement. In the event there is any Government (Federal, State or Local) mandated medical coverage implemented during the life of this contract, the Company has the right to re-open the contract for the purpose of negotiating new medical insurance coverage and contributions. If the company and the union are at an impasse, the company will not implement and both parties agree to mediation to resolve the issue.

Employees may select from any or all of the benefits above. Any remaining credits may be used for Flexible Spending/Dependent Care or received in Cash at 50%.

New Hires with less than one year of service are not eligible for the Flex Plan and will be eligible for the following benefits: Health Care, Long-term Disability, and Life Insurance. The net cost per week for these benefits is as follows:

Coverage Status	Amount
Single	\$10.00
Single/Child	\$18.00
Employee/Spouse	\$18.00
Family	\$23.00

Prescription drug co-pays are as follows:

Generic	\$15
Brand Preferred	\$25
Brand Non-Preferred	\$35

ARTICLE VIII - PENSION:

1. Effective June 1, 1971, the Employer agrees to begin participation in the Central States, Southeast and Southwest Areas Pension Fund for the term of this Agreement.
2. The Employer's obligation to make contributions to said pension plan shall be governed by the following provisions.
3. For all employees in the bargaining unit covered by the Collective Bargaining Agreement, with thirty (30) days or more of service who work one (1) or more days in a given work week. Any day for which an employee receives compensation in accordance with the

provisions of the Collective Bargaining Agreement shall be considered the same as a day worked.

4. If an employee is absent because of illness or off-the-job injury and notified the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.
5. If an employee is injured on the job the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.
6. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.
7. The Pension Fund shall be administered by a joint board of administration, with equal representation by both Union and Management to be established for the purpose of providing pensions for all employees covered by this Collective Bargaining Agreement.
8. The said Pension Fund so established shall qualify under any appropriate sections of the Internal revenue Code of 1954, so as to insure the Employer's contributions thereto will be considered as ordinary business expense in the tax year in which payments are made. All documents incident thereto, must be drawn to conform with all Federal and State laws.
9. In consideration of the provisions of Sections (3) and (4) above being properly complied with, the Employer agrees to sign and participate in an agreement and declaration of trust establishing said fund.
10. The Union, as bargaining agent for each of the Employees of the Employer covered by this Agreement, agrees on behalf of said employees who are now participants or who may otherwise be entitled to become, at any future date, participants in any existing pension plan originally established by an Employer, that each of said employees in consideration of the benefits to be received by him under the Joint Union-Management pension plan to be established hereunder, does hereby withdraw from and surrender, release, and relinquish any and all rights, privileges, and benefits in said Employer's pension plan and in any other existing privileges or benefits directly or indirectly related to said Employer's pension plan, with the sole exception of his rights to refunds of any contributions made him to said plan with interest, if so provided thereunder.
11. The Union agrees to obtain from each of the said employees covered by this Agreement, and employed by an Employer which has in effect an employer-established pension plan, individual releases, signed by each of said employees withdrawing from and relinquishing all of said employees' rights under said Employer's pension plan, effective as of midnight of the day preceding the date when the Employer's contributions to the pension plan

covered hereunder commences, as provided for above. The Employer reserves the right to withhold the payments required to be made by it in accordance with this section of the Agreement, as to any employee whose signed withdrawal and release shall not have been delivered to his Employer prior to the operative date of the pension plan herein contemplated, when the Employer's contribution to said pension plan commences.

12. **RATE OF CONTRIBUTION** – The Employer's rate of contribution shall be as follows:

Effective October 24, 2011	\$124.80 per week
Effective October 24, 2012	\$132.30 per week
Effective October 24, 2013	\$137.60 per week
Effective October 24, 2014	\$143.10 per week

ARTICLE IX - ARBITRATION

1. It is agreed that should any charge of violations of this Agreement, charge of discrimination, grievance or dispute arise between the parties hereto, during the life of this Agreement, such matters must be taken up immediately within five (5) days of the alleged occurrence and an attempt shall be made to settle such controversy amicably. In the event such controversy has not been settled amicably within ten (10) days, it shall then be submitted to arbitration, and the Employer and the Union shall jointly request the Federal Mediation and Conciliation Service to appoint an arbitrator to hear all the facts in the case and to render a decision as quickly as possible.
2. The decision or award of the arbitrator shall be final and binding upon both parties hereto.
3. It is agreed that during such proceeding, there shall be no lock-out, strike, stoppage of work, picketing, boycott, or the equivalent thereof. It is further agreed that any member of the Union engaging in a stoppage of work at anytime during the life of this Agreement in violation of the provisions of this Article, shall be subject to discharge.
4. Any charge covering the services of the arbitrator shall be borne equally by the Employer and the Union.
5. The above mentioned procedure will not apply to any dispute arising out of negotiations for any subsequent agreement.

ARTICLE X - MANAGEMENT RIGHTS:

1. Except as otherwise provided in this Agreement, the Union recognizes the sole and exclusive right of the Company to exercise all the rights or functions of management which the Company may exercise within its sole and exclusive discretion.

5. This article shall not be in effect in the event there is a primary picket line established on behalf of the Klosterman transport drivers covered by the collective bargaining agreement between Teamsters Union Local 114 and Klosterman Baking Company.

ARTICLE XIII - TERMS OF AGREEMENT:

This Agreement shall take effect as of October 24, 2011, except as heretofore noted and shall continue in effect up to and including October 24, 2015, and thereafter until a new agreement has been consummated and signed, or this Agreement, after the above mentioned expiration date, has, upon sixty (60) days' written notice been cancelled or terminated by the Employer or the Union.

IN WITNESS WHEREOF, THE parties hereto have caused their names to be subscribed to duplicates hereof by their officers duly authorized so to do. The above contract changes have been agreed to by the following on this date: _____.

KLOSTERMAN BAKING COMPANY

BY:  12-21-11

GENERAL TEAMSTERS LOCAL
NO. 114

BY:  12-21-11

BY: _____

RECEIVED

JAN 06 2012

CONTRACT
DEPARTMENT

AGREEMENT
KOLB GRADING, LLC
2015 – 2018

THIS AGREEMENT MADE AND ENTERED INTO, EFFECTIVE THE 1ST DAY OF MAY, 2015 BY AND BETWEEN KOLB GRADING, LLC, ITS SUCCESSORS OR ASSIGNS, HEREINAFTER CALLED THE "EMPLOYER", AND THE CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER REFERRED TO AS THE "UNION", FOR THE PURPOSE OF ESTABLISHING RATES OF PAY, WAGES, HOURS OF WORK, AND CONDITIONS OF EMPLOYMENT TO BE OBSERVED BETWEEN THE PARTIES HERETO.

ARTICLE I – RECOGNITION

SECTION 1.01. THE EMPLOYER AGREES TO RECOGNIZE, AND DOES HEREBY RECOGNIZE THE UNION, ITS DULY AUTHORIZED AGENTS, REPRESENTATIVES, OR SUCCESSORS, AS THE EXCLUSIVE BARGAINING AGENCY FOR ALL OF THE EMPLOYEES OF THE EMPLOYER AS HEREIN DEFINED, WHO ARE EMPLOYED BY THE EMPLOYER IN ITS ESTABLISHMENTS OR SITES OF WORK LOCATED IN THE CITY AND COUNTY OF ST. LOUIS, MISSOURI, AND FOR ALL SUCH EMPLOYEES EMPLOYED BY THE EMPLOYER ON BUILDING CONSTRUCTION SITES AND ESTABLISHMENTS IN ST. CHARLES, FRANKLIN, JEFFERSON, LINCOLN AND WARREN COUNTIES, MISSOURI, ON HEAVY AND HIGHWAY CONSTRUCTION WORK OF THE EMPLOYER IN ST. CHARLES, FRANKLIN, JEFFERSON, LINCOLN AND WARREN COUNTIES, MISSOURI, THE EMPLOYER SHALL HAVE THE PRIVILEGE OF OPERATING UNDER EXISTING AGREEMENTS OR EXTENSIONS THEREOF BETWEEN THE UNION AND THE ASSOCIATED GENERAL CONTRACTORS OF MISSOURI.

THE TERM 'HEAVY AND HIGHWAY CONSTRUCTION' AS USED HEREIN IS DEFINED AS FOLLOWS:

ALL PRIVATE AND PUBLIC CONSTRUCTION, FEDERAL AND NON FEDERAL WITH THE EXCEPTION OF BUILDING CONSTRUCTION. BUILDING CONSTRUCTION IS HEREBY DEFINED TO INCLUDE BUILDING STRUCTURES, INCLUDING MODIFICATIONS THEREOF OR ADDITIONS OR REPAIRS THERETO, INTENDED FOR USE FOR SHELTER, PROTECTION, COMFORT OR CONVENIENCE. BUILDING CONSTRUCTION SHALL INCLUDE THE DEMOLITION OF, AND FOUNDATIONS FOR BUILDING CONSTRUCTION, HOWEVER, THE PREPARATION, GRADING AND IMPROVEMENT OF THE PROPERTY OR SITE SHALL BE CLASSED AS HEAVY AND HIGHWAY CONSTRUCTION EXCEPT IN ST. LOUIS CITY AND COUNTY. EXCAVATION OF THE BASEMENT PROPER SHALL BE CONSIDERED BUILDING CONSTRUCTION. HEAVY AND HIGHWAY CONSTRUCTION SHALL INCLUDE, BUT

SECTION 4.03 HEALTH AND WELFARE EFFECTIVE MAY 1, 2015, THE EMPLOYER AGREES TO CONTRIBUTE TWO HUNDRED AND FIFTEEN DOLLARS (\$215.00) PER WEEK TO LOCAL UNION NO. 682 HEALTH AND WELFARE TRUST FUND (PLAN 2) FOR EACH EMPLOYEE AFTER 60 DAYS WORKED IN A TWELVE MONTH (12) PERIOD AND COVERED BY THIS AGREEMENT FOR ANY PAYROLL WEEK DURING WHICH SUCH EMPLOYEE RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES OR VACATION PAY. EMPLOYER TO PAY ALL FUTURE INCREASES IN HEALTH AND WELFARE.

IF AN EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF THE JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN 6 MONTHS.

SECTION 4.04 HOLIDAY PAY ALL EMPLOYEES WHO HAVE COMPLETED THEIR PROBATIONARY PERIOD SET FORTH IN ARTICLE V, SECTION 5.04, SHALL RECEIVE EIGHT (8) HOURS PAY AT THEIR STRAIGHT TIME HOURLY RATE, WHEN NO WORK IS PERFORMED ON THE FOLLOWING HOLIDAYS PROVIDED SUCH EMPLOYEE HAS PERFORMED WORK IN THE PAYROLL WEEK DURING WHICH THE HOLIDAY OCCURRED.

SUCH PAID HOLIDAYS ARE:

CHRISTMAS	FOURTH OF JULY	LABOR DAY
MEMORIAL DAY	VETERANS DAY *	NEW YEAR'S DAY
THANKSGIVING DAY		

*TO BE CELEBRATED ON EITHER ITS NATIONAL HOLIDAY OR ON THE DAY AFTER THANKSGIVING, WHICHEVER IS AGREED UPON BY THE ASSOCIATION AND THE UNION.

SECTION 4.05 PENSION EFFECTIVE MAY 1, 2015, AND FOR THE LIFE OF THIS AGREEMENT, THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF TWO HUNDRED AND NINE DOLLARS AND TWENTY CENTS (\$209.20), PER WEEK FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE.

FOR AN EMPLOYER TO BE LIABLE FOR SUCH CONTRIBUTIONS, THE FOLLOWING CONDITIONS MUST BE MET:

(A) THE EMPLOYEE MUST HAVE ACCUMULATED THIRTY (30) DAYS WORKED FOR THE SAME EMPLOYER WITHIN TWELVE (12) MONTHS FROM DATE OF FIRST EMPLOYMENT.

(B) IF AN EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS.

(C) IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. NOTWITHSTANDING ANYTHING HEREIN CONTAINED IT IS AGREED THAT IN THE EVENT ANY EMPLOYER IS DELINQUENT AT THE END OF A PERIOD IN THE PAYMENT OF HIS CONTRIBUTIONS TO THE PENSION FUND CREATED UNDER THIS CONTRACT, IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TRUSTEES OF SUCH FUNDS, THE EMPLOYEES OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE LOCAL UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE TO THE EMPLOYER OF SUCH DELINQUENCY IN PENSION PAYMENTS, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS THEY DEEM NECESSARY UNTIL SUCH DELINQUENT PAYMENTS ARE MADE, AND IT IS FURTHER AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE EMPLOYER SHALL BE RESPONSIBLE TO THE EMPLOYEES FOR LOSSES RESULTING THEREFROM.

IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE SUFFICIENT MONEYS TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

SECTION 4.05(a) THE PARTIES RECOGNIZE THE RECENTLY ENACTED MULTI-EMPLOYER PENSION PLAN REFORM ACT OF 2014. THE PARTIES FURTHER RECOGNIZE THAT THE CENTRAL STATES PENSION PLAN IN COMPLIANCE WITH THAT NEW LAW, IS CONSIDERING RETROACTIVE REDUCTIONS IN PREVIOUSLY ACCRUED AND VESTED PENSION RIGHTS. THE PARTIES FURTHER RECOGNIZE THAT BASED ON CONVERSATION WITH CSPP OFFICIALS, THE PARTIES BELIEVE THAT BECAUSE THE EMPLOYER BECAME A "NEW EMPLOYER" THROUGH THE SO-CALLED HYBRID PROGRAM OF CSPP IN 2014, THAT THE PENSION BENEFITS FOR THE EMPLOYEES OF THE EMPLOYER COVERED BY THIS AGREEMENT MAY NOT BE REDUCED, AT LEAST TO ANY SIGNIFICANT AMOUNT. HOWEVER, THE PARTIES HEREBY FURTHER AGREE THAT IF DURING THE LIFE OF THIS AGREEMENT AND CONTRARY TO THE ABOVE BELIEF, THE PENSION BENEFITS OF SAID EMPLOYEES COVERED BY THIS AGREEMENT ARE IN FACT REDUCED, THEN THE UNION MAY PROVIDE SIXTY (60) DAYS NOTICE TO THE EMPLOYER TO DISCUSS THE WAGE, HEALTH & WELFARE AND PENSION PROVISIONS OF THIS AGREEMENT THE SAME TO CONSTITUTE A RE-OPENER OF ONLY THOSE PROVISIONS AND IF SO, ALL OTHER TERMS AND CONDITIONS OF THIS LABOR AGREEMENT WOULD REMAIN IN FULL FORCE AND EFFECT.

SECTION 4.06 VACATION SCHEDULE WHEN AN EMPLOYEE HAS WORKED FOR ONE (1) EMPLOYER SIX HUNDRED (600) HOURS IN ANY ONE CONTRACT YEAR, HE

SHALL RECEIVE A VACATION OF THREE (3) DAYS FOR WHICH THE EMPLOYER WILL PAY THE EMPLOYEE EIGHT (8) HOURS PER DAY FOR THE THREE (3) DAYS, AT THE AVERAGE STRAIGHT TIME HOURLY RATE HE RECEIVED DURING THE SIX HUNDRED (600) HOURS.

FOR THE NEXT TWO HUNDRED (200) HOURS, OR A TOTAL OF EIGHT HUNDRED (800) HOURS DURING SUCH YEARLY PERIOD, HE SHALL RECEIVE ANOTHER DAY OF VACATION, TO BE PAID ON THE SAME BASIS AS ABOVE; AND FOR THE NEXT TWO HUNDRED (200) HOURS, OR A TOTAL OF ONE THOUSAND (1,000) HOURS, HE SHALL RECEIVE A FIFTH AND FINAL DAY OF VACATION, TO BE PAID FOR AS ABOVE.

WHEN SUCH AN EMPLOYEE HAS COMPLETED THREE (3) YEARS OF CONTINUOUS EMPLOYMENT WITH THE SAME EMPLOYER AND THEN WORKS THE ABOVE REQUIRED NUMBER OF HOURS, HE SHALL RECEIVE DOUBLE THE NUMBER OF DAYS OF VACATION SPECIFIED ABOVE.

WHEN SUCH AN EMPLOYEE HAS COMPLETED TEN (10) YEARS OF CONTINUOUS EMPLOYMENT WITH THE SAME EMPLOYER AND THEN WORKS THE ABOVE REQUIRED NUMBER OF HOURS, HE SHALL RECEIVE TRIPLE THE NUMBER OF DAYS OF VACATION SPECIFIED ABOVE. WITH MAXIMUM OF THREE (3) WEEKS VACATION TO BE TAKEN BETWEEN THE MONTHS OF NOVEMBER THROUGH FEBRUARY UNLESS AGREED TO BY BOTH PARTIES.

THE TABULATION OF TOTAL NUMBER OF HOURS WORKED SHALL BE BASED ON THE CONTRACT YEAR, NAMELY, FROM MAY 1 TO MAY 1.

IT SHALL BE THE POLICY OF THE EMPLOYER TO GIVE VACATIONS WITH PAY IN ACCORDANCE WITH PARAGRAPHS ABOVE AND SAID VACATIONS MUST BE GRANTED BY THE EMPLOYER AND MUST BE TAKEN BY EMPLOYEE DURING THE PERIOD OF MAY 1 TO SEPTEMBER 1 UNLESS OTHERWISE MUTUALLY AGREED UPON BETWEEN EMPLOYER AND EMPLOYEE. VACATION PAY IS TO BE PAID THE DAY PRIOR TO VACATION. ANY ACCRUED VACATION MORE THAN TWO WEEKS, WITH THE MUTUAL CONSENT OF THE EMPLOYER AND THE EMPLOYEE, THE EMPLOYEE MAY RECEIVE PAY IN LIEU OF DAYS OFF.

WHENEVER A PAID HOLIDAY FALLS WITHIN AN EMPLOYEE'S VACATION PERIOD SUCH EMPLOYEE SHALL BE GRANTED AN ADDITIONAL DAY OF VACATION OR PAY THEREFOR.

ANY EMPLOYEE TEMPORARILY LEAVING THE SERVICE OF AN EMPLOYER SHALL BE CREDITED WITH HIS ACCUMULATED VACATION BENEFITS UNLESS SAID EMPLOYEE REFUSES TO RETURN TO WORK FOR SAID EMPLOYER IN ACCORDANCE WITH SENIORITY PROCEDURE RELATIVE TO REHIRE. EMPLOYEES HAVING THE GREATEST AMOUNT OF SENIORITY SHALL HAVE PREFERENCE IN SELECTING THEIR VACATION PERIOD.

ARTICLE XVIII - TERMINATION OF AGREEMENT

SECTION 19.01 THIS AGREEMENT SHALL BECOME EFFECTIVE AS OF THE 1ST DAY OF MAY, 2015 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE 30TH DAY OF APRIL, 2018 AND EACH YEAR THEREAFTER UNLESS WRITTEN NOTICE OF TERMINATION OR DESIRED MODIFICATION IS GIVEN AT LEAST SIXTY (60) DAYS PRIOR TO ANY YEARLY EXPIRATION DATE BY EITHER OF THE PARTIES HERETO. SHOULD NOTICE OF TERMINATION OR DESIRED MODIFICATION BE GIVEN IN THE MANNER PROVIDED FOR ABOVE, THE PARTIES DESIRING THE SAME SHALL:

1. OFFER TO MEET AND CONFER WITH THE OTHER PARTY FOR THE PURPOSE OF NEGOTIATING A NEW CONTRACT OR A CONTRACT CONTAINING THE PROPOSED MODIFICATIONS.
2. NOTIFY THE FEDERAL MEDIATION AND CONCILIATION SERVICE WITHIN THIRTY (30) DAYS AFTER SUCH NOTICE OF THE EXISTENCE OF SUCH A DISPUTE, AND SIMULTANEOUSLY THEREWITH NOTIFY ANY STATE AGENCY ESTABLISHED TO MEDIATE DISPUTES WITHIN THE STATE, PROVIDED NO AGREEMENT HAS BEEN REACHED BY THAT TIME.
3. CONTINUE IN FULL FORCE AND EFFECT WITHOUT RESORTING TO STRIKE OR LOCKOUT, ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT FOR A PERIOD OF SIXTY (60) DAYS AFTER SUCH NOTICE IS GIVEN OR UNTIL THE EXPIRATION DATE OF THIS CONTRACT WHICHEVER OCCURS LATER.

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO AFFIXED THEIR HANDS AS OF THIS 1ST DAY OF MAY, 2015.

<p>KOLB GRADING, LLC</p> <p>BY: <u><i>JM Bell</i></u></p>	<p>CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS</p> <p>BY: <u><i>James E Kimball</i></u></p> <p>BY: <u><i>Matthew J. Stines</i></u></p>
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JUL 27 2015

CONTRACT DEPARTMENT

**AGREEMENT
BETWEEN
KOP-COAT, INC.
ST. LOUIS, MISSOURI
AND
AUTOMOTIVE, PETROLEUM, ALLIED INDUSTRIES, AND
AIRLINE EMPLOYEES UNION LOCAL NO. 618**

JULY 1, 2014 - JUNE 30, 2019

**RECEIVED
MAY 20 2014
CONTRACT
DEPARTMENT**

AGREEMENT

AGREEMENT entered into by and between KOP-COAT, INC., 5137 Southwest Avenue, St. Louis, Missouri, hereinafter called the "Employer", party of the first part, and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, party to the second part, hereinafter called the "Union".

ARTICLE 1 – EMPLOYMENT

1. Recognition – The Employer recognizes the Union as the sole bargaining agent for the employees under its jurisdiction. It is further agreed that no other labor organization or group of employees shall be recognized in any form for any purpose respecting collective bargaining. The Employer agrees that all duties coming under the jurisdiction of or specified in this Agreement shall be performed only by members of the bargaining unit herein described.

2. Union Security – It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security, which may be lawfully permissible.

3. Notification to the Union – The following information will be given, in writing, by the Employer to the Union within seven (7) days from the date of hiring new employees: (1) name, home address and Social Security number of employee; (2) date employed.

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

16. Pension Plan

The Employer agrees to pay on the first (1st) day of each month into the Central States, Southeast, and Southwest Areas Pension Fund:

Effective July 1, 2014	-	\$134.80 per week
Effective July 1, 2015	-	\$145.60 per week
Effective July 1, 2016	-	\$154.30 per week
Effective July 1, 2017	-	\$160.50 per week
Effective July 1, 2018	-	\$166.90 per week

- (1) For each regular or extra employee who has been on the payroll thirty (30) days or more. (Note 1)
- (2) For each regular or extra employee who has worked in any week or portion thereof.
- (3) If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.
- (4) If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.
- (5) If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

ORIGINAL

WORKING AGREEMENT
BETWEEN
KRAEMER MINING & MATERIALS, INC.
and
TEAMSTERS LOCAL NO. 120

**Affiliated with the International Brotherhood of
Teamsters**

EFFECTIVE: 5/1/15
EXPIRES: 4/30/17

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AUG 25 2015
CONTRACT
DEPARTMENT

5/1/2015 – 4/30/2017

KRAEMER MINING & MATERIALS, INC.

WORKING AGREEMENT

This firm, partnership or corporation, hereinafter shall be referred to as the Employer and TEAMSTERS LOCAL UNION NO. 120, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions.

1. **Union Recognition:** The Employer recognizes the Union as the sole Collective Bargaining Agency for all classifications covered by this Agreement.
2. **Union Shop:** All employees who have completed thirty (30) days of employment shall become members of the Union and shall maintain their membership in good standing in the Union. Employees who pay the Local Union's initiation fees (if any) and dues relating to the Union's representational function shall be deemed to have satisfied the membership in good standing obligation.
3. **Check-Off:** The Employer agrees upon written authorization from the individual employee to deduct, the first payday of each month, the Union dues for the current month and promptly remit same to the Financial Secretary of the Union. The Employer further agrees, upon written authorization, from the individual employee, to deduct the initiation fee of the Union after the employee has completed thirty (30) days of employment and remit the same to the Financial Secretary of the Union in the same manner as the dues deduction.
4. **Job Steward:** The Employer recognizes the right of the Union to designate a Job Steward or Job Committee to handle such Union business as may from time to time be delegated to the Job Steward or Job Committee by the Union Executive Board.
5. **Granting Time Off:** The Employer agrees to grant reasonable time off without discrimination to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business.
6. **Individual Agreement:** The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
7. **Conditions of Employment:** The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions

- (D) For purposes of vacation scheduling, the "crushing season" shall be considered to begin March 15th and end the day before Thanksgiving of each year. The Employer reserves the right to require the third (3rd) and fourth (4th) week of vacation to be taken outside of the crushing season vacation schedule. It may be combined with the crushing season vacation if agreed to between the employee and the Employer or taken in the off season.
- (E) Employees shall be paid the prevailing scale of wages at the time vacations are taken. Employees to receive vacation pay must actually take vacation time off or forfeit said vacation pay.
- (F) Senior employees shall be given preference on vacations. Not more than one (1) employee of a crew may take a vacation at one time, unless agreed to between the employee and the Employer.
- (G) Employees shall be given ten (10) days to bid for their vacations after the posting of the vacation schedule. Employees not signing within the prescribed time will have vacation scheduled at the Employers convenience.
- (H) If an employee is off due to a compensable injury, vacation credit shall be given on the basis of all hours worked by the next junior employee during this period of disability up to a maximum of four (4) months.

30. Pension Plan: The Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund for each employee covered by the Agreement starting on the 31st calendar day worked. The amount to be paid is as follows:

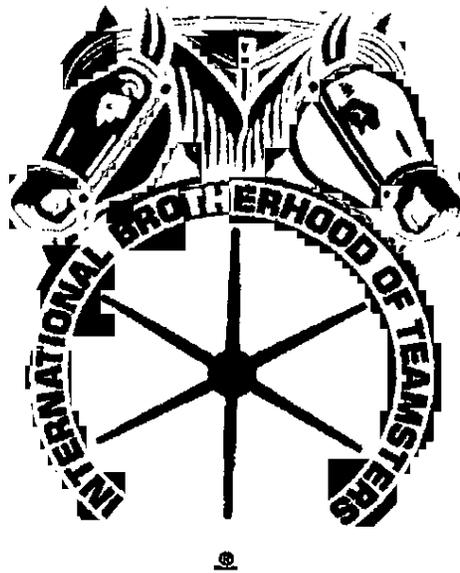
<u>Effective Date</u>	<u>Contribution Rate</u>
May 1, 2015	\$59.60 per day
May 1, 2016	\$62.00 per day

31. Health and Welfare:

Health and Welfare benefits for covered employees will be provided through the Minnesota Teamsters Construction Division Health and Welfare Fund. The Employer agrees to pay \$8.27 per hour for all hours worked. On May 1st of each year, any premium increase will be deducted from the percentage increase outlined in Article 28.

32. Drug Policy: The Company has a drug testing program. This program will conform with all State and Federal regulations. This will be explained in the Company's handbook.

LABOR AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 200
AND
KRANZ INCORPORATED



JUNE 1, 2014-MAY 31, 2017

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FEB 10 2015

CONTRACT
DEPARTMENT

2014 – 2017 KRANZ, INC. AGREEMENT

This Agreement made and entered into this 1 day of December, 2014, but effective as of June 1, 2014, by and between KRANZ, INC., party of the first part, hereinafter called the Employer, and TEAMSTERS, "GENERAL" LOCAL UNION NO. 200, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter called the Union, as sole bargaining agent for all truck drivers and warehouse employees of the party of the first part in the City of Racine, County of Racine, State of Wisconsin.

WITNESSETH THAT:

ARTICLE 1. UNION SECURITY CLAUSE

Subject to compliance by the Union with the provisions of the Labor Management Relations Act, as amended, and the Wisconsin Employment Relations Board Act, as applicable, it is understood and agreed by and between the parties that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit be conditioned upon those persons continuing their payment of the periodic dues of the Union, and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution of this Agreement. Failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to the other members, to forthwith discharge such person.

CHECK-OFF

Upon receipt of a written authorization in a form agreed upon by the Employer and the Union, signed by the employee covered by this Agreement, the Employer agrees to deduct from the pay of such employee the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the month for which they are made.

The Union shall certify to each Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and Employer shall deduct such amount from the first pay check following receipt of the statement of certification of the member and remit to the Union in

ARTICLE 16. RIGHTS OF EMPLOYER

The Employer shall be privileged to discipline employees responsible for such unauthorized activities without violation of the terms of this Agreement.

ARTICLE 17. LAWFUL AGREEMENT

It is the intention of the parties hereto to comply with all applicable provisions of State or Federal Laws, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by any court of last resort and final jurisdiction. In such event either party may, at its option require renegotiations of such invalid provisions for the purpose of adequate replacement thereof, reserving the right of legal recourse in the event agreement cannot be reached in such negotiations.

ARTICLE 18. PENSION PLAN

Effective June 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred forty three dollars and ten cents (\$143.10)** per week for each full time employee covered by this Agreement who has been on the payroll thirty (30) days or more, in accord with the 1982 schedule.

Effective June 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred forty eight dollars and eighty cents (\$148.80)** per week for each full time employee covered by this Agreement who has been on the payroll thirty (30) days or more, in accord with the 1982 schedule.

Effective June 1, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred fifty four dollars and eighty cents (\$154.80)** per week for each full time employee covered by this Agreement who has been on the payroll thirty (30) days or more, in accord with the 1982 schedule.

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

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

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

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

Contributions to the Pension Fund must be made for each week on each regular full-time employee. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Contributions will be remitted to the Central States Pension Fund on behalf of all employees performing work covered by the Collective Bargaining Agreement after they have been on the Employer's payroll for 30 calendar days.

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

ARTICLE 19. DEATH IN THE IMMEDIATE FAMILY

In the event of a death in the immediate family (father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law and grandparents), a regular employee shall be entitled to three (3) working days off at his regular hourly rate to attend the funeral.

ARTICLE 20. JURY DUTY

The Company will pay the difference between what the court pays and the daily wages for any employee who serves on the jury. When released from jury duty in the morning, said employee will report back to work at Kranz, Inc. in the afternoon.

ARTICLE 21. UNIFORMS

The Company has the right to insist on uniforms to be worn by the employees of a type to be determined by the Company but with employee input as to materials.

TEAMSTERS AGREEMENT

THIS AGREEMENT made and entered into by BUCK KREIHS MARINE REPAIR, LLC., hereinafter also referred to as the "Employer", "Buck Kreihs" or "Company", and LOCAL UNION NO. 270, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union" or "Local 270". This agreement shall become effective on January 1, 2013 and continue until midnight on January 31, 2016.

ARTICLE I - RECOGNITION

The Employer during the life of this Agreement, recognizes the Union as the exclusive representative of all Teamster employees employed by Buck Kreihs Marine Repair, LLC, excluding all other employees and supervisors with authority to hire, promote, discharge, discipline or to otherwise effect changes in the status of employees, or effectively recommend such action, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment and excluding all teamster employees who are employed by a contractor or subcontractor regardless of whether the employees of such contractor or subcontractor are deemed to be joint employees of Buck Kreihs.

ARTICLE II - SCOPE OF AGREEMENT

This Agreement is applicable to work performed by the Employer regardless of where the work is performed. This Agreement shall not cover or apply to the employees of any other employer including the employees of any contractor or subcontractor or any other company that may be affiliated with or commonly owned by Buck Kreihs, regardless of whether the employees of such contractor or subcontractor or any other employer are deemed to be joint employees of Buck Kreihs.

ARTICLE III - SUBCONTRACTING

Section 1. There shall be no restrictions on the Employer in subcontracting any and/or all bargaining unit work to any contractor, subcontractor or any other employer as defined in Article II.

Section 2. Buck Kreihs will use its current senior drivers on jobs to the extent they have the skills needed and are available to work as needed during the term of that job. For purposes of this provision senior drivers are defined as those driver employees who are classified as Drivers who have worked for this company, without a break in employment, for the 16 years preceding the effective date of this agreement.

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FEB 06 2013

**CONTRACT
DEPARTMENT**

APPENDIX "B"

PENSION PLAN

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sums as outlined below for each employee covered by this agreement who has been on the payroll 30 days or more:

1-01-13 through 3-23-13	\$54.40 per week
3-24-13 through 3-23-14	\$57.70 per week
3-24-14 through 3-23-15	\$61.20 per week
3-24-15 through 1-31-16	\$64.90 per week

Deductions shall be made on the first regular reporting payroll period following the effective date.

This Fund shall be the Central States, Southeast and Southeast Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Central States Area Agreements to which the Employer who is a Party to this Agreement is also a party.

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

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

The employee must make suitable arrangements for continuation of Pension payments before a leave of absence may be approved by either the Local Union or the Employer.

Contributions to the Pension Fund must be made for each week on each regular extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer, but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph. Each employee will pay from his wages any additional cost to the Employer for complying with this requirement.

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of his contribution to the pension fund, in accordance with the rules and regulations of the Trustees of such Funds, and after the proper official of the Local Union shall have given seventy-two (72) hour notice to the Employer of such delinquency on the pension fund payments, the Union shall have the right to take such economic action as it deems necessary, until such delinquent payments are made. This shall not be a violation of Article VIII.

Action for delinquent Pension contributions may be instituted by the Local Union, the Area Conference or the Trustees. The Employer, if delinquent, must also pay all attorneys fees and costs of collection.

Any further cost factors resulting from complying with the requirements of Federal Laws will be borne by the employees in the bargaining unit.

All changes to the deductions for employees will be sent to the employer, via certified mail, 20 calendar days in advance of the first of the month in which said changes are to become effective. The change will be implemented commencing with the employers first pay reporting period after the first of the month.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their Representatives thereunto duly authorized as of the day and year written below.

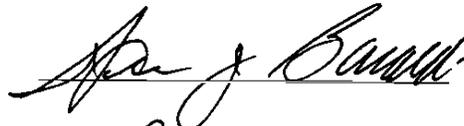
GENERAL TRUCK DRIVERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS LOCAL
UNION 270, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

BUCK KREIHS MARINE
REPAIR, LLC



BA

Title



PRESIDENT

Title

AGREEMENT SIGNED THE 9th DAY OF January 2013

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FEB 06 2013

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT
Between
KREILING ROOFING COMPANY
And
TEAMSTERS, CHAUFFEURS & HELPERS LOCAL UNION NO. 627

THIS AGREEMENT made and entered into this 1st day of March 2013, by and between KREILING ROOFING COMPANY, party of the first part, and TEAMSTERS, CHAUFFEURS & HELPERS LOCAL UNION NO. 627, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, party of the second part.

ARTICLE 1
RECOGNITION

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

Section 2: The term "employee" as used in this Agreement shall be defined as Drivers on Material Trucks, or any vehicle used for transportation of building materials, Yard and Warehousemen, Maintenance Men and extra employees.

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

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

Section 5: The Union recognizes, for the purpose of this contract, each member of the bargaining group as separate entities and shall apply the conditions of this contract accordingly.

ARTICLE 2
UNION SHOP AND DUES

Section 1: Union Shop: The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

All present defined employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union in good

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DEPARTMENT**

Section 1: Effective March 1, 2013, the Employer shall contribute to Plan I of the Teamsters and Employers Welfare Trust of Illinois, which is to be administered jointly by the parties, the sum of Two Hundred Dollars(\$200.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more and shall be retroactive to March 1, 2013. Effective March 1, 2014, the weekly contribution shall be increased to Two Hundred Twenty Nine Dollars (\$229.00) per week. Effective March 1, 2015, the weekly contribution shall increase to Two Hundred Sixty Two (\$262.00) per week for the remainder of this Agreement.

Section 2: Employers presently making payments to the Teamsters and Employers Welfare Trust of Illinois and Employers who may subsequently begin to make payments to such Fund, shall continue to make such payments for the life of this Agreement.

Section 3: By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

Section 5: Contributions shall be made for any regular employee on layoff who is worked one (1) day in any week for any reason. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

ARTICLE 14
PENSION FUND

Section 1: Effective March 1, 2013, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred Seventy Eight Dollars and twenty Cents (\$178.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, said contribution to be retroactive to March 1, 2013. Effective March 1, 2014, the Employer shall contribute One Hundred Eighty Five Dollars and Thirty Cents (\$185.30) per week for each employee covered by this Agreement. Effective March 1, 2015, the Employer shall contribute One Hundred Ninety Two Dollars and Seventy Cents (\$192.70) per week for each employee covered by this Agreement.

Section 2: This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts to which employers who are party to this contract are also parties.

Section 3: If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4: Contributions to the Pension must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund.

Section 5: Action for delinquent contributions may be instituted by the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

ARTICLE 15

UNAUTHORIZED ACTIVITY CLAUSE

Section 1: It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Company a written notice, which notice will list the Union's authorized representatives who will deal with the company, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppage of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walk-out or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company, during the first twenty-four (24) hour period of such unauthorized stoppage of work, shall have the sole and complete right of reasonable discipline, short of discharge, and such employee shall not be entitled to or have any recourse to any other provision of the Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Company shall have the sole and complete right to immediately discharge any employee participating in

Section 1: Any employee who has a death in his family (spouse, children, mother, father, brother or sister) shall receive three (3) days off commencing on the day of death and be paid eight (8) hours for each day at the hourly rate specified in Article 3, Section 3 herein.

ARTICLE 19
TERMINATION

Section 1: This Agreement covering the classifications of leadman, maintenance men, drivers, yard and warehousemen, shall be in full force and effect from March 1, 2013 until midnight February 28, 2016, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify the Agreement is served by either party upon the other party at least sixty (60) days prior to the annual date of expiration.

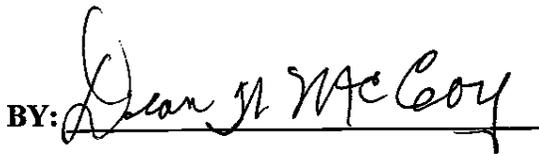
Section 2: Any supplement to this Agreement mutually agreed to by both parties hereafter becomes a part of this Agreement.

KRIELING ROOFING COMPANY

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



BY: _____



BY: _____

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MAY 08 2015

**CONTRACT
DEPARTMENT**

AGREE ~~13~~

effective

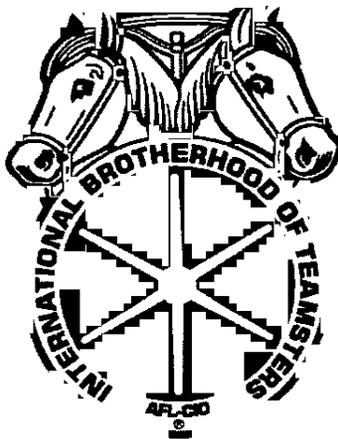
September 14, 2011 through September 13, 2014

between

KROGER/MICHIGAN DAIRY

and

TEAMSTERS LOCAL 337



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CONTRACT
DEPARTMENT

The International Brotherhood of Teamsters

ARTICLE 1 SCOPE OF AGREEMENT

The Kroger Negotiating Committee representing The Kroger Co. (hereinafter referred to as the "Employer") and the Teamsters Kroger National Negotiating Committee representing Teamsters Local Union No.'s 135, 337, 795, 968, and 984 which Local Unions are affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union") agree to be bound by terms and conditions of the Agreement.

Section 1.1 – Negotiating Committees

The Master Language portion of this Agreement is negotiated by The Kroger Negotiating Committee and the Teamsters Kroger National Negotiating Committee. The Kroger Negotiating Committee and the Teamsters Kroger National Negotiating Committee are collectively referred to as the "Negotiating Committees".

Section 1.2 – Recognition of National Negotiating Committee/Local Unions

The Employer recognizes and acknowledges that the Teamsters Kroger National Negotiating Committee and Local Unions affiliated with the International Brotherhood of Teamsters are the exclusive representatives of all employees covered under this Agreement. This Agreement shall consist of two parts including a Master Agreement portion and a Local Supplement Agreement portion. The employees and Local Unions covered under this Master Agreement and the various Local Supplement Agreements thereto shall constitute one (1) bargaining unit.

Section 1.3 – Bargaining Unit Acknowledged

The execution of this Agreement on the part of the Employer shall cover all employees in the classifications of work covered by the Local Supplements and any additional classifications that may be established within the Local Supplements during the life of this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

Section 1.4

No Local Supplement Agreements subsequently negotiated after January 29, 2012 by the parties may change any Master Agreement language or the meaning thereof.

Section 1.41 – Superior Conditions

Effective January 29, 2012, should the Master section contain superior conditions to the Local Supplement, then the Master will apply. Effective January 29, 2012, should the Local

ARTICLE 31 PENSIONS

Section 31.1 – Coverage

All employees covered by this Agreement who have been employed for thirty (30) days or more, except as provided in Section 31.3 will be covered by the Central States, Southeast and Southwest Areas Pension Fund. Each such employee shall be ineligible to participate in, or receive, any benefits under the Kroger Employees Retirement Income Plan.

All employees working in grocery warehouse classifications will participate in the Central States Grocery Warehouse Plan as provided in Section 31.4.

Section 31.2 – Contributions

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following amounts per location:

Memphis, Houston, Michigan - Weekly			
Current	12/11	12/12	12/13
\$186.09	\$195.40	\$203.20	\$211.30
Dillons - Weekly			
Current	03/12	03/13	03/14
\$186.09	\$195.40	\$203.20	\$211.30
Crossroads - Weekly			
Current	12/11	12/12	12/13
\$154.36	\$162.10	\$168.60	\$175.30

Section 31.3 – Trust Agreement

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. The Union and the Employer agree to be bound by and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement, and rules adopted. Their signatures to this collective bargaining agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer Trustee appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall be covered by the provisions of this paragraph once they have worked over 1,000 hours in a 12 month period, except for grocery warehouse employees hired after 12/12/05 who are covered after 30 days. The dates set for in Section 31.2 regarding the dates of increase for pension contributions are subject to approval by the Pension Fund Trustees.

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

Section 31.4 – Grocery Warehouse Plan

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

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

Fully Recommended Memorandum of Agreement for Ratification

Between

The Kroger Co.

And

International Brotherhood of Teamsters

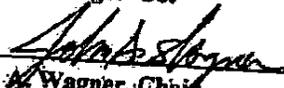
The Kroger Co. and International Brotherhood of Teamsters are parties to a Master Collective Bargaining Agreement. The parties have met and reached an agreement ("Agreement") for a successor Kroger Master Agreement. Such new Agreement shall contain the provisions of the expiring Kroger Master Agreement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

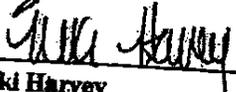
The parties reserve the right to correct any drafting errors or omissions in this Memorandum of Agreement.

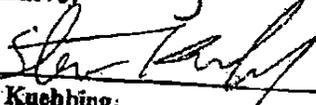
The Union and the Kroger Bargaining Committees agree to fully recommend and support the ratification of this Agreement.

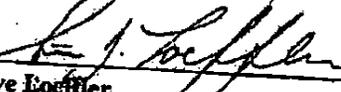
Signed and agreed this 6th day of January, 2012:

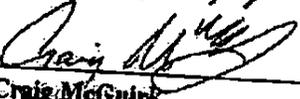
For The Kroger Co:

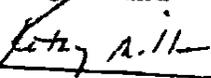

John A. Wagner, Chair


Nikki Harvey


Steve Kuebbing

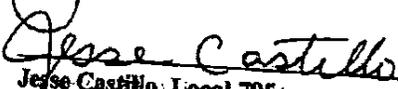

Steve Eoffler


Craig McGuire


Kathy Miller

For International Brotherhood of Teamsters:

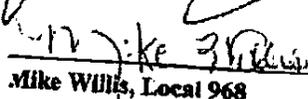

John A. Williams, Chair


Jesse Castillo, Local 795


Patrick Dougherty, Local 337


Edward Houston, Local 984


Jeff Sperring, Local 135


Mike Willis, Local 968

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AGREEMENT

BETWEEN

Kuehne + Nagel Inc.
13144-50 S. Pulaski Road, Alsip, Illinois

AND

Warehouse, Mail Order, Office, Technical and Professional Employees Union,
Local 743, affiliated with the International Brotherhood of Teamsters, AFL-CIO

Effective

July 1, 2014 thru June 30, 2017

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JUN 12 2015

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DEPARTMENT

LABOR CONTRACT AND WORKING AGREEMENT

THIS AGREEMENT AND LABOR CONTRACT has been made and entered into this day of July 1 2014 by and between Kuehne + Nagel Inc., 13144-50 South Pulaski Road, Alsip, Illinois, Party of the First Part; and the Warehouse, Mail Order, Office, Technical and Professional Employees Union, Local 743, affiliated with the International Brotherhood of Teamsters which Local Union is the Party of the Second Part.

THIS AGREEMENT has been made and entered into by the above parties in a mutual effort to stabilize the industry and to promote sound labor relations.

ARTICLE 1: RECOGNITION

This Company recognizes the Union as the sole collective bargaining agent for all employees in the Warehouse Operating Division, excluding office workers, employees in the course of training for sales positions, as well as employees engaged in supervisory positions.

The Company further agrees that it shall be a condition of continued employment for all employees in the bargaining unit to become and remain members of the Union in good standing after their first thirty working days of employment, or after thirty working days following the effective date of this Agreement, whichever is the later.

ARTICLE 2: MANAGEMENT RIGHTS

Management Rights. The Employer reserves the exclusive right and responsibility to manage the business and to direct the working forces provided that no specific provisions of this agreement are violated in the exercise of such functions. The management of the said business includes, but shall not be limited to, the vested right to determine the number of employees, the number and nature of jobs, the work methods, the procedures and the means of performing such jobs, establishing reasonable work rules and the direction of the work forces, including the disciplining, suspension or discharge of employees for proper cause.

ARTICLE 3 – WORKWEEK – OVERTIME

SECTION A

Forty (40) hours shall constitute a normal week's work, to be worked in five (5) consecutive days: Monday through Friday, Tuesday through Saturday, or Sunday through Thursday inclusive. Overtime shall be paid at the rate of time and one-half (1 ½) the regular straight time rate for all work performed in excess of forty (40) hours, or in excess of eight (8) hours in anyone day; provided, however, that both daily and weekly overtime shall not be paid for the same hours worked. All time worked on sixth (6th) consecutive day shall be paid for at the rate

Employees may elect a combination of the options above each year.

Banked sick days remain in an employee's account until used or the maximum is reached. Notwithstanding the expiration of this labor agreement banked sick days may be carried over from this agreement to any successor agreement. However, accumulated sick days cannot be used to care for an immediate family member. Unused sick days are not paid out upon termination of employment.

Available sick days, whether paid or unpaid, will not count as occurrences under the Attendance and Tardy Program.

F. PENSIONS

1. The Employer shall contribute to a fund, which is to be administered through the Trust Agreement of the Central States, Southeast and Southwest Areas Pension Fund per week per the schedule below for each employee covered by this Agreement who has successfully completed his probationary period.

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
(6% Increase) 7/1/2014	(6% Increase) 7/1/2015	(6% Increase) 7/1/2016
\$90.74 per week	\$96.18 per week	\$101.95 per week
\$5.14	\$5.44	\$5.77

2. By the execution of this Agreement, the Employer authorized the Employers' Association which are parties hereto to enter into appropriate trust agreements necessary to the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.
4. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in

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

5. Action for delinquent Pension contributions may be instituted by the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections

ARTICLE 6 – HOLIDAYS

All employees covered by this Agreement shall receive eight (8) hours straight time pay for the following Holidays:

New Year's Day	Personal Day
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day After Thanksgiving
Day before Christmas	Christmas Day
New Year's Day	Personal Day

Holidays shall be considered as time worked in computing overtime.

Should a holiday fall on Saturday or Sunday, the Company will have the option of paying for the day or closing the Branch on the previous Friday or the following Monday, in which case the employees would be paid for Friday or Monday. It is further understood that this Holiday provision does not apply to temporary and/or casual employees.

- A. To be eligible for holiday pay, the employee must work a full shift the last scheduled work day before the holiday itself and the first scheduled day after the holiday. However, each employee may use one (1) sick day in conjunction with one (1) holiday per year in order to receive holiday pay for said holiday.
- B. The Personal Holiday may be taken with thirty (30) minutes notice, except immediately before or after a Holiday. An employee desiring to take a Personal Holiday immediately before or after a contractual holiday must request permission from their Supervisor at least 48 hours in advance of such a Holiday. At Management's discretion employees may be allowed off on Personal Holiday with less than 48 hours notice. Attendance bonus holiday may be taken with 30 minutes notice without restrictions.

ARTICLE 7 SENIORITY

- A. Seniority shall prevail in layoffs and recalls, provided the employees retained have the ability to perform the work. Where vacancies or new jobs are created, or hiring or rehiring takes place, same shall be filled on the basis of efficiency in performing the required work, providing this efficiency is relatively equal between two or more

AGREEMENT

Kuenz Heating & Sheet Metal Co.

HEATING AND SHEET METAL

PLAN 1

MARCH 20, 2013 THRU MARCH 19, 2016

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TEAMSTERS LOCAL UNION NO.682
5730 ELIZABETH AVE.
ST. LOUIS, MO. 63110
314-647-8350

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CONTRACT
DEPARTMENT

AGREEMENT
HEATING AND SHEET METAL

PLAN 1

MARCH 20. 2013 THRU MARCH 19. 2016

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

ARTICLE I - RECOGNITION

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

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

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

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

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

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

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

ARTICLE VIII - PENSION

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

CONTRIBUTION SCHEDULE INCREASES FOR:

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

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

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

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

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

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

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

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

ARTICLE IX - GRIEVANCE PROCEDURE

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

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

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

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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KUERT CONCRETE, INC.

AND

TEAMSTERS LOCAL UNION NO. 364



RECEIVED

JUN 12 2014

**CONTRACT
DEPARTMENT**

Effective May 1, 2014 through April 30, 2017

**ARTICLES OF AGREEMENT
KUERT CONCRETE, INC.
05-01-2014 through 4-30-2017**

Kuert Concrete, Inc., hereinafter referred to as the Employer, and LOCAL UNION NO. 364, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions:

**ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF**

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

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

Section 3. The Employer agrees that as a condition of continued employment all present and future employees covered by the Agreement shall become and remain members in good standing in Local Union No. 364, affiliated with the International Brotherhood of Teamsters, no-later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this clause, whichever is the later.

Section 4. The Employer agrees to deduct from the pay of all its employees who are members of Local Union No. 364 the dues and initiation fees as are levied by Local Union No. 364. Such amount shall be collected on the third pay day of each month and shall be remitted to the representative of Local Union No. 364 on or before the first day of each month; provided, however, that the Union shall first furnish to the Employer written instructions signed by each employee authorizing such deductions.

Section 5. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Section 6. It is understood that the above language of Article 1 and Section 3 is only effective to the extent it is permitted by Indiana State and Federal law.

**ARTICLE 2
EXTRA CONTRACT AGREEMENTS**

The Employer agrees not to enter into any Agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 14
PENSION

Section 1. Effective May 4, 2014, the Employer shall change their contribution to the Central States, Southeast and Southwest Areas Pension Fund from a weekly contribution schedule to a daily contribution schedule. Effective May 4, 2014 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Forty-Two Dollars and Thirty Cents (\$42.30) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 3, 2015, the Employer shall contribute the sum of Forty-Four Dollars and Eighty Cents (\$44.80) per day for each employee. Effective May 1, 2016, the Employer shall contribute the sum of Forty-Six Dollars and Sixty Cents (\$46.60) per day for each employee.

Section 2. Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time, extra, or casual employees, covered by the collective bargaining agreement after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions shall be paid for all days worked and for any period an employee is entitled to receive compensation, including holiday pay and vacation pay. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 3. In the event that any part-time, extra, or casual employee works 1,000 hours or more in any calendar year, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amounts required by this contract for non part-time/extra/casual employees.

ARTICLE 15
DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union affected, except that no warning notice need be given an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers. Discharge must be by proper written notice to the employee and the Union affected. The warning notice as herein provided shall not remain in effect for a period of more than one (1) year from the date of said warning notice.

Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge or suspension must be taken within five (5) days by written notice and a decision reached within ten (10) days from the date of discharge or suspension. If no decision has been rendered

KUHLMAN CORPORATION
Concrete Division
ACCOUNT NO.: 4532601-0100-00020A

LETTER OF UNDERSTANDING AND AGREEMENT

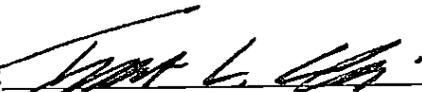
The Company shall remit contributions to the Central States Pension Fund on behalf of any employee for all compensated periods, including paid vacations, paid holidays, and actual time worked as set forth below:

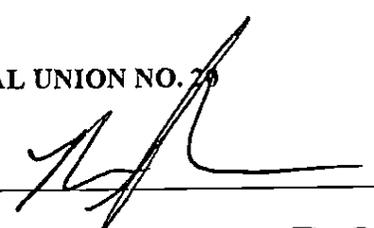
<u>Effective</u>	<u>Daily Rate</u>	<u>Weekly Maximum</u>
4/1/2014	\$28.70	\$143.50
4/1/2015	\$28.70	\$143.50
4/1/2016	\$28.70	\$143.50
4/1/2017	\$28.70	\$143.50
4/1/2018	\$28.70	\$143.50

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

KUHLMAN CORPORATION

LOCAL UNION NO. 70

By: 

By: 

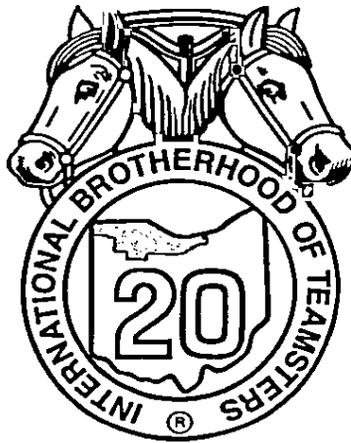
Title: President

Title: Business Rep

Date: 12/15/14

Date: 12-19-14

AGREEMENT
by and between
KUHLMAN CORPORATION
Concrete Division
and
LOCAL UNION NO. 20 TOLEDO, OHIO
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS CHAUFFEURS,
WAREHOUSEMEN and HELPERS OF AMERICA



EFFECTIVE APRIL 1, 2014

EXPIRATION MARCH 31, 2019

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2014 in the City of Toledo, Lucas County, Ohio, by and between Kuhlman Corporation (Concrete Division), its successors or assigns, who is sometimes hereinafter referred to as the "Employer" or the "Company" and Local Union No. 20, Toledo, Ohio, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union."

WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the Employer and employees and in consideration of the promises, obligations and undertaking of each party as herein contained, agree as follows:

ARTICLE I - RECOGNITION

1. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agency for all of the employees of the Employer as classified in Article VIII of this Agreement. Supervisory, office employees, Building Materials employees and Operating Engineers are specifically excluded.
2. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.
3. The Employer agrees that it will not interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership or office in the Union and it will not sponsor or promote financially or otherwise, any group or other labor organization which seeks to represent the employees during the period of this Agreement.

ARTICLE II - UNION SECURITY CLAUSE

4. It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) working day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment or tender of payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon these persons becoming members of the Union not later than the thirty-first

annually. If, however, the employee works one (1) day during this period, it shall not be counted as being laid off. Regular employees hired on or after the June 21, 2010 who are laid off will have their Health and Welfare benefits paid by the Company for a one (1) month period annually. If, however, the employee works one (1) day during this period, it shall not be counted as being laid off.

74. By the execution of this Agreement, the Employer authorizes the Employer Associations who are parties hereto to enter, into an appropriate Trust Agreement necessary for the administration of such Fund and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

75. Notwithstanding anything herein contained it is agreed that in the event the Employer is delinquent at the end of the period in a payment of his contributions to the Teamsters Local No.20 Insurance Health and Welfare Plan and Trust created under this Agreement in accordance with the rules and regulations of the Trustees of the Fund, after an officer of the Union has given seventy-two (72) hours notice of the Employer of such delinquency in Health and Welfare, Prescription and/or Dental Care payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom. Employers who are delinquent also must pay all attorney fees and cost of collection.

ARTICLE XVII- PENSION PLAN

76. The Company shall follow the pension plan set forth with Central States Pension Plan.

4/1/2014	\$138.10
4/1/2015	\$138.10
4/1/2016	\$138.10
4/1/2017	\$138.10
4/1/2018	\$138.10

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

78. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence the Employer shall collect from said employee prior to the leave being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

79. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of the period in a payment of his contributions to the Central States Southeast and Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, the Union shall have the right to take such action as they may deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom.

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

ARTICLE XVIII- LEASED EQUIPMENT

80. The Employer agrees to protect the wages, hours and working conditions that it will not lease, hire or contract equipment to any individual, partnership or corporation which would have the tendency to undermine the provisions of this Agreement.

81. In the event the Employer leases equipment from individual owner, then and in that event the Employer shall pay the driver directly and separately from the Lessor of said equipment.

82. The Employer expressly reserves the right to control the manner, means and details of; and by which, the owner-operator performs his services, as well-as the ends to be accomplished.

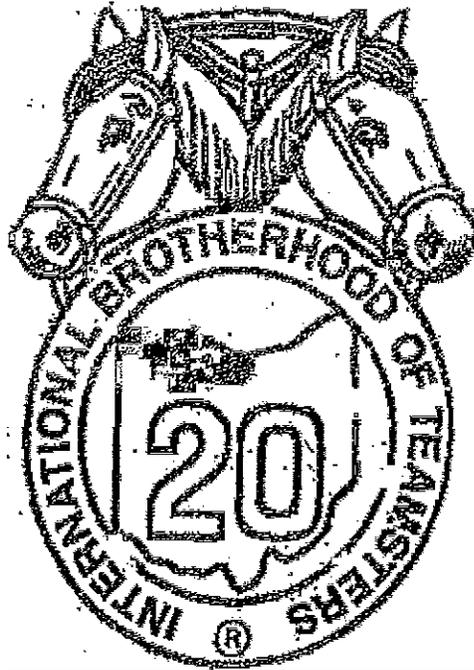
ARTICLE XIX - PROTECTION OF RIGHTS

83. Picket Line - It shall not be a violation of this Agreement, and shall not be cause for discharge or disciplinary action, in the event an employee:

- (A) Refuses to enter upon any property of his Employer involved in a lawful primary labor dispute, or refuses to go through, or work behind, any lawful primary picket lines at his Employer's places of business, including picket lines of Unions, parties to this Agreement; or
- (B) Refuses to go through any picket line, including picket lines of Unions, parties to this Agreement, at the places of business of any other Employer where the employees of such Employer are engaged in a strike ratified or approved by the Union of such employees whom such Employer is legally required to recognize.

84. The Union and Employees will honor reserve gates and work on projects where reserve gates are present.

AGREEMENT
by and between
KUHLMAN CORPORATION
Building Materials Division
and
LOCAL UNION NO.20 TOLEDO, 01110
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS CHAUFFEURS,
WAREHOUSEMEN and HELPERS OF AMERICA



EFFECTIVE DECEMBER 1, 2013

EXPIRATION NOVEMBER 30, 2018

RECEIVED

MAR 10 2014

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, made and entered into this 12TH day of December, 2013 in the City of Toledo, Lucas County, Ohio, by and between Kuhlman Corporation (Building Materials Division), its successors or assigns, who is sometimes hereinafter referred to as the "Employer" or the "Company" and Local Union No. 20, Toledo, Ohio, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union."

WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the Employer and employees and in consideration of the promises, obligations and undertaking of each party as herein contained, agree as follows:

ARTICLE I - RECOGNITION

1. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agency for all of the employees of the Employer as classified in Article VIII of this Agreement. Supervisory, office employees, concrete mixer drivers, concrete batch plant operators and Operating Engineers are specifically excluded.

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

3. The Employer agrees that it will not interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership or office in the Union and it will not sponsor or promote financially or otherwise, any group or other labor organization which seeks to represent the employees during the period of this Agreement.

ARTICLE II - UNION SECURITY CLAUSE

4. It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) working day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment or tender of payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall

75. Notwithstanding anything herein contained it is agreed that in the event the Employer is delinquent at the end of the period in a payment of his contributions to the Teamsters Local No.20 Insurance Health and Welfare Plan and Trust created under this Agreement in accordance with the rules and regulations of the Trustees of the Fund, after an officer of the Union has given seventy-two (72) hours notice of the Employer of such delinquency in Health and Welfare, Prescription and/or Dental Care payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom. Employers who are delinquent also must pay all attorney fees and cost of collection,

ARTICLE XVII - PENSION PLAN

76. The Employer shall continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund under Schedule B, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, the following amounts:

Weekly Max.

1-1-2014	\$138.10
1-1-2015	\$138.10
1-1-2016	\$138.10
1-1-2017	\$138.10
12-1-2018	\$138.10

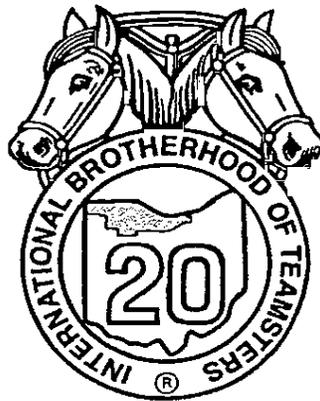
77. By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof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

78. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence the Employer shall collect from said employee prior to the leave being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

79. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of the period in a payment of his contributions to the Central States Southeast and Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, the Union shall have the right to take such action as they may deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom.

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

AGREEMENT BETWEEN
KUHLMAN TRANSPORTATION
AND
TEAMSTERS LOCAL UNION NO. 20



EFFECTIVE: SEPTEMBER 1, 2014

EXPIRATION: AUGUST 31, 2019

EFFECTIVE: September 1, 2014

EXPIRATION: August 31, 2019

TRUCKING
AGREEMENT

This Agreement, made and entered into as of the 1st day of September, 2014, in the City of Toledo, Lucas County, Ohio, by and between Kuhlman Transportation, which is hereinafter referred to as the "Employer" or the "Company" and Local Union No. 20, Toledo, Ohio, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the Employer and the employees and in consideration of the promises, obligations and undertakings of each party as herein contained, agree as follows:

ARTICLE I - RECOGNITION

Section 1. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive bargaining agency for all of the employees of the Employer except supervisory employees, office employees and salesmen.

Section 2. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 3. The Employer agrees that it will not interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership or office in the Union and it will not sponsor or promote financially or otherwise, any group or other labor organization which seeks to represent the employees during the period of this Agreement.

ARTICLE II- UNION SECURITY CLAUSE

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) working day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment or tender of payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon these persons becoming members of the Union not later than the thirty-first (31st) working day following the execution date of this Agreement. The failure of any employee to become a member

ARTICLE XVI- PENSION PLAN

Section 1. Effective September 1, 2014 and thereafter for the lifetime of this Agreement, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$85.70 per week per Schedule 158 for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

Section 2. By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto, to enter into appropriate Trust Agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer or such absence, the Employer shall continue to make the required contributions for a period of two (2) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months for current employees. For employees hired after February 1, 2013, the maximum period for on the job injury shall be two (2) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contributions to the Central States Southeast and Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Pension payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting there from. Employers who are delinquent also must pay all attorney fees and cost of collection.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN
KUHLMAN CORPORATION

AND

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

Effective: April 1, 2012 through March 31, 2017

RECEIVED

JUL 03 2012

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of April 2012, by and between KUHLMAN CORPORATION, its successors and assigns, hereinafter called "The Company", and the TEAMSTERS LOCAL UNION No. 247, an affiliate of the International Brotherhood of Teamsters (said Union acting for itself and as agent for and on behalf of each and every one of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called "The Union".

WITNESSETH:

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

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

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

ARTICLE I REPRESENTATION

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: for all drivers of transit mix concrete trucks, all transit mix concrete yardmen, including transit mix concrete truck mechanics, maintenance men, advanced mechanics, mechanic helpers, drivers of sand and gravel trains and other types of transit mix yard equipment, who are employed by the Company at its facility located at 15370 South Dixie Highway, Monroe, Michigan, 48161, but excluding all other employees of the Company, including, but not limited to, the following: supervisory employees, office and clerical. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

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

obligation for that week. Employees who work either temporarily or in case of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph. There shall be no eligibility penalty for absence due to illness or other reasonable documented excuse.

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

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

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

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

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

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

ARTICLE XIX PENSION

A. 1. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Fund") which shall be jointly established and

administered between the Company and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. The Company agrees to pay not more than the following pension contributions (Level 18) upon completion of the probationary period and retroactive to the 30th calendar day of employment:

<u>Effective Date:</u>	<u>Amount per day:</u>	<u>Max per Week:</u>
4/1/12	\$49.90	\$249.50
6/1/12	\$52.90	\$264.50
6/1/13	\$55.00	\$275.00
6/1/14	\$57.20	\$286.00
6/1/15	\$59.50	\$297.50
6/1/16	\$61.90	\$309.50

2. For Progression Employees: The Company agrees to pay not more than the applicable schedule of rates per day, with a maximum of five (5) days per week, as published in the fund's December, 2006 Special Bulletin 2006-4, but at no time higher than the rates set forth in Section A 1 above, with progression employees paying a premium share of eight dollars (\$8.00) per day, with a maximum premium share of forty dollars (\$40.00) weekly, which amount the Company is authorized to directly deduct from the progression employee's weekly wages.

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

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

D. Daily pension contributions shall be made for each day in which work is performed. In addition, a contribution will be made for vacation days earned and actually taken, also for holidays which fall within a week in which work is performed and for the period of time employee is unable to work due to an on-the-job injury. Contributions are to be paid only for days on which employee's seniority would have permitted him to work and for a maximum of one (1) year from the date the absence from work began. These are the only circumstances in which the Company shall be obligated to make a contribution. Employees who work either temporarily or in cases of

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

ARTICLE XX MAINTENANCE OF STANDARDS

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

ARTICLE XXI MANAGEMENT RIGHTS

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

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

AGREEMENT

KUHLMAN CONCRETE, INCORPORATED

AND

TRUCK DRIVERS AND HELPERS UNION

Local Number 164

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Effective 04-08-13 - 03-31-2018

(midnight)

RECEIVED

JUL 19 2013

CONTRACT
DEPARTMENT

This AGREEMENT, made and entered into this 8th day of April, 2013, by and between KUHLMAN CONCRETE INCORPORATED, located at 240 West Maple Street, Adrian MI 49221, party of the first part, and hereinafter termed the Employer; and TRUCK DRIVERS UNION, Local Number 164, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at 3700 Ann Arbor Road, Jackson, MI 49202, party of the second part, hereinafter termed the Union.

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

WITNESSETH

ARTICLE I
RECOGNITION AND DUES

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

The terms of this Agreement shall apply to all employees in the Ready-mix Driver classification of work set forth herein. Newly established or acquired operations of the Employer within the jurisdiction of Local 164 shall be covered by this Agreement at such time as a majority of employees in a bargaining unit comparable to the classification set forth herein designate, as evidenced through a card check, the Union as their bargaining representative

Section 2 When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 3 The Employer agrees to deduct from the pay of each employee, all dues and/or initiation fees of the Union, and pay such amount deducted to the Union for each and every employee working in the classification hereinafter set forth, provided, however, that the Union presents to the Employer authorizations, signed by each employee, allowing such deductions and payments to the Union.

Section 4 A new employee shall work under the provisions of the Agreement, but shall be employed only on a sixty (60) working days trial basis, or as "temporary employee" as provided herein. During either periods he may be discharged without further recourse and the Union will be notified in writing; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members. After the sixty (60) working days trial basis, the employee shall be placed on the regular seniority list unless classified as a temporary employee

Vacation Schedule:

<u>Service</u>	<u>Weeks of Vacation</u>	<u>Vacation pay</u>
1 year	1 week	2% of gross earnings of hrs. worked
5 years	2 weeks	4% of gross earnings of hrs. worked
10 years	3 weeks	6% of gross earnings of hrs. worked
20 years	4 weeks	8% of gross earnings of hrs. worked

ARTICLE 15
GENERAL

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

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

Section 3 The Employer will pay for no more than three (3) DOT physicals during the term of this Agreement.

ARTICLE 16
HEALTH AND WELFARE AND PENSION

HEALTH AND WELFARE

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund for each employee covered by this Agreement who is on the regular seniority list, who chooses coverage and who regularly makes a weekly copay as follows:

Employees hired prior to April 1, 1993, will receive coverage under the Michigan Conference of Teamsters Welfare Fund Plan 777, with \$15.00 weekly copay.

Employees hired on or after April 1, 1993, but before April 1, 2013 will receive coverage under the Michigan Conference of Teamsters Welfare Fund Plan 772, with \$15.00 weekly copay.

Employees hired on or after April 1, 2013, will receive coverage under the Michigan Conference of Teamsters Welfare Fund Plan 733, with \$10.00 weekly copay.

PENSION

The Employer is a New Employer under Section 2.29(b) of Appendix E of the Central States, Southeast and Southwest Areas Pension Plan which qualifies the Employer to be in compliance with the Primary Schedule of the Pension Plan without the need for additional contribution rate

increases. Effective April 1, 2013 and thereafter for the lifetime of this Agreement therefore, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$49.00 per day per Schedule ___ for each employee covered by this Agreement who is on the regular seniority list and who timely makes daily co-pays as follows:

April 1, 2013: \$1.00
April 1, 2014: \$1.15
April 1, 2015: \$1.30
April 1, 2016: \$1.40
April 1, 2017: \$1.50

The Employer and Union also acknowledge that the Trustees retain all available rights and remedies in the event that the Trustees determine that the Employer's Collective Bargaining Agreement or practices are in violation of any of the Pension Fund's Participation Rules, including the right to terminate the employees participation in the Pension Fund at any time.

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

Contributions to the Pension Fund must be made each week for each regular and qualified temporary employee. Employees who work in cases of emergency under the terms of this Contract shall not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to provide health coverage and make the required contributions to the Pension Fund for a period of two (2) weeks. If an employee is injured on the job, the Employer shall continue to maintain coverage and pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

During layoff, the Employer shall continue to provide health coverage for each employee who has seniority date of one year or more up to a maximum period of four (4) weeks.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required premiums for health coverage during the period of absence.

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

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

Employer of such delinquency in the Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made.

It is agreed that the Pension Fund will be separately administered by Employer and Union in compliance with all applicable laws and regulations, both state and federal.

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

ARTICLE 17 PAID FOR TIME

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

ARTICLE 18 PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. All other employees shall be paid each week or at the end of their working period. Not more than seven (7) days pay shall be held from a regular employee beyond the end of pay period.

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

All employees shall participate in the Employer's direct deposit plan at a financial institution of the employee's choice.

ARTICLE 19 BONDS

Should the Employer require any employee to provide a bond, a cash bond shall be compulsory and any premium involved shall be paid by the Employer.

The primary obligations to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. The employee shall be allowed thirty (30) days from the date of such notice to make his own

KUHLMAN CORPORATION
ACCOUNT NO.: 4532601-0100-00164-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective April 8, 2013, contributions will be remitted to the Central States Pension Fund on behalf of any employee, including temporary employees, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for sixty (60) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked. The Employer agrees to bear the responsibility for the full contribution regardless of whether the Employer can collect co-pays from employees.

KUHLMAN CORPORATION

LOCAL UNION NO. 164

By: Patrick Ferry

By: [Signature]

Title: DIRECTOR OF OPERATIONS

Title: B/A

Date: 11/21/13

Date: 11/21/13

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CONTRACT
DEPARTMENT

AGREEMENT

between

KUTIS FUNERAL HOME, INC.

and

FUNERAL CAR DRIVERS UNIT
of
MISCELLANEOUS DRIVERS, HELPERS,
HEALTH CARE AND PUBLIC EMPLOYEES
LOCAL UNION NO. 610

Affiliated with the International
Brotherhood of Teamsters



March 1, 2013
through
June 30, 2015

RECEIVED

MAY 06 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

ARTICLE I
ARTICLES OF AGREEMENT

THIS AGREEMENT, dated as of the 1st day of March, 2013, between KUTIS FUNERAL HOME, INC., located at 2906 Gravois, St. Louis, Missouri, hereinafter called the "Employer," party of the first part, and MISCELLANEOUS DRIVERS, HELPERS, HEALTH CARE AND PUBLIC EMPLOYEES, LOCAL UNION NO. 610, affiliated with the International Brotherhood of Teamsters, or its successors, party of the second part, hereinafter called the "Union," is for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE II
SCOPE OF AGREEMENT

Covering Kutis Funeral Home, Inc., which owns, operates, rents or leases (as Lessee or Lessor) motor livery equipment consisting of hearses used for the pickup, transportation, or delivery of bodies.

ARTICLE III
UNION SECURITY CLAUSE

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued

be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

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

By the execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into the appropriate Trust Agreements necessary for the administration of such Fund and designate the Employer Trustees under such Agreement hereby waiving all actions taken or to be taken by such Trustees within the scope of their authority.

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

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Pensions

Section 1. The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee who has been on the payroll thirty days or more.

<u>Effective Date</u>	<u>Per Employee Per Week</u>
Current	\$338.00
July 1, 2013	\$338.00

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

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

By the execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into the appropriate Trust Agreements necessary for the administration of such Fund and designate the Employer Trustees under such Agreement hereby waiving all actions taken or to be taken by such Trustees within the scope of their authority.

Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of the Agreement including weeks where work is performed for the Employer, but not under the

provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

In the event that an individual employed on a non-regular basis as described above, works 1,000 hours or more in any twelve (12) month period, he/she will be considered a regular employee for the purpose of participation in Central States Pension Fund and all hours worked by him/her thereafter (for the remainder of that year and all subsequent years), will require contributions to Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Prescripticare

The Employer shall contribute to the Teamsters Local 610 Prescripticare Trust Fund (or to a designated insurance Company) which is to be administered jointly by the parties thereto, the monthly sum specified in the following schedule, necessary to maintain the top level of benefits, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

<u>Effective Date</u>	<u>Per Employee Per Month</u>
Current	\$70.00
July 1, 2013	\$70.00

By the execution of this Agreement, the Employer authorizes the Employers which are parties hereto to enter into an appropriate trust agreement necessary for the administration of such fund, to the designated Employer Trustees under such agreement, hereby waiving all actions taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) months.

AGREEMENT

The undersigned, Kutis Funeral Home, herein referred to as "Employer," in consideration of the services of embalmer personnel and for other good and valuable consideration, have executed this Agreement with the Embalmers Unit of Local Union 610, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union."

ARTICLE 1
RECOGNITION

Employer recognizes the Union as the sole and exclusive representative for purposes of collective bargaining of all licensed regular, extra and probationary embalmers, student and apprentice embalmers in their employ.

ARTICLE 2
SCOPE OF AGREEMENT

This Agreement shall be binding upon the Employer, its successors and assigns and purchaser of the existing and operating business of the Employer signatory to this Agreement with the Union.

ARTICLE 3
DEFINITIONS

(a) A funeral director is hereby defined as an individual, a corporation, co-partnership or proprietorship which owns or operates a funeral establishment.

(b) An embalming service establishment is hereby defined as a corporation, co-partnership or proprietorship which does trade embalming and other related services for funeral directors, locally or nationwide, and which must employ three (3) or more regular day shift embalmers as provided herein, exclusive of any embalmers it may also employ in the conduct and operation of a funeral director establishment it may conduct and operate.

(c) Contracting funeral directors are hereby defined as individuals, corporations, co-partnership or proprietorships which own or operate funeral establishments at fixed and permanent locations, but which do not employ one (1) or more regular licensed embalmers.

(d) Funeral contractors are hereby defined as individuals, corporations, co-partnerships or proprietorships which do not own or operate establishments but which engage haphazardly and intermittently in the funeral industry.

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

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

If any employee on the seniority list is worked a (Jay in any work week either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that work week.

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

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

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

ARTICLE 31 **PENSION**

Section 1. The failure or delinquency of any Employer in making timely payments as provided for by this Agreement, or failure of such payments made to the Central States Pension Trust Fund by such Employer shall constitute a breach of this Agreement which shall be subject to the grievance and arbitration procedures provided for by this Agreement and for which the Union may impose appropriate sanctions.

Effective according to the following schedule, the Employer shall contribute to a Pension Fund the sum listed, per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

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

Effective July 1, 2016

\$338.00 per week

Effective July 1, 2017

\$338.00 per week

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

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

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

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

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

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

In the event that an individual employed on a non-regular basis as described above, works 1,000 hours or more in any twelve (12) month period, he/she will be considered a regular employee for the purpose of participation in Central States Pension Fund and all hours worked by him/her thereafter (for the remainder of that year and all subsequent years), will require contributions to Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

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

If any employee on the seniority list is worked a day in any work week either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that work week.

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

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

ARTICLE 32 **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Grievances or differences arising out of the terms, application or interpretation of this Agreement, including discharge, disciplinary action imposed or layoffs, made with less than justifiable reasons shall be reduced to writing by the aggrieved individual or the Union and served upon the Employer or the Union within Fourteen (14) working days after the date of occurrence or discovery of the grievance or difference.

Section 2. In the event that the Union and the Employer cannot resolve the grievance or difference, either party by written notice served upon the other, may request arbitration. Following such request, if the parties cannot agree upon an arbitrator within ten (10) days, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. The Employer and the Union, by alternately striking, select one (1) arbitrator who shall hear and decide the issues. The selection of the arbitrator shall be made in the manner prescribed within-seven (7) days following the receipt of the panel from the said Service.

Section 3. The decision of the arbitrator shall be final and binding upon the parties.

Section 4. The arbitrator's fees and costs and expenses shall be shared equally by the Union and the Employer.

Section 5. There shall be no strikes or lockouts on any unsettled grievance or difference pending a decision of the arbitrator, provided that the parties are in compliance with the terms and provisions of this Agreement. In the event of a failure to abide by the terms of this Agreement, or in the event of a breach thereof by a party hereto, the other party shall have the right to strike or lockout, as the case may be.

Anything in this Agreement to the contrary notwithstanding, the Union shall have the right to strike any Employer who fails to make timely contributions to the Pension and Health and Welfare Funds.

L & C Meat, Inc.

Teamster Local

#955

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JUN 14 2013

**CONTRACT
DEPARTMENT**

Labor Union Contract

March 17, 2013 - March 16, 2016

AGREEMENT

THIS AGREEMENT made this 17th day of March, 2013, between L & C Meat Company, Inc., hereinafter known as the "Employer," and the DEPARTMENT STORE, PACKAGE, GROCERY, PAPER HOUSE, LIQUOR AND MEAT DRIVERS, HELPERS AND WAREHOUSEMEN, LOCAL UNION NO. 955, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, hereinafter called the "Union."

In consideration of the mutual agreements contained herein, it is agreed as follows:

ARTICLE I: TERM

This Agreement shall go into effect the 17th day of March, 2013, and remain in effect through March 16, 2016.

ARTICLE II: HOURS

- (a) Eight (8) hours, excluding lunch hour, shall constitute a regular day's work. Lunch hour shall not exceed one (1) hour, nor be less than one-half (1/2) hour. Five (5) consecutive days, Monday through Friday, shall constitute a regular week's work. All work in excess of forty (40) hours in anyone (1) week (except on mutually agreed to long distance runs) shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate of pay except as hereinafter specified in this Agreement. All work performed on Saturdays and Sundays shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate, and the employees shall be guaranteed a four (4) hour minimum call-in on such days.
- (b) Regular employees who are called in to work before their regular starting time and who are given less than twelve (12) hours' notice of the change in their starting time will be paid at time and one-half (1 1/2) their regular rate of pay for the hours worked before their regular starting time. This provision shall not apply where the reason for reassignment of the employee is to cover another employee's absence where the Employer had less than twelve (12) hours' notice of the absence or where the employee is not available or does not wish to complete the hours that would have constituted the employee's regular shift.

ARTICLE III: WEEKLY GUARANTEE

- (a) Regular employees with six (6) months or more seniority shall be guaranteed, on the basis of their seniority and availability to perform the required work, forty (40) hours of work per week in any week where forty (40) hours of work is available. It is specifically understood that the Employer shall not reduce the workweek to less than forty (40) hours for any employee so qualified, except on the basis of their seniority standing. The unavailability of an employee on anyone day shall not affect his availability for other days in the week, where he so notifies the Employer. Time off other than at the direction of the Employer shall be counted against the employee's forty (40) hours.

Employer Contribution

Effective 3/17/2013 \$241.20 per week

Effective 3/16/2014 \$269.40 per week *

Effective 3/15/2015 \$299.20 per week *

* **Not to Exceed**

Should all amounts not be needed, the Company will exclusively retain the portions not used in the years 2014 and 2015.

ARTICLE XVIII: PENSION PLAN

For each of the Employer's regular employees covered by this Agreement who have been on the payroll thirty (30) days or more, each Employer shall contribute to the Central States, Southeast and Southwest Areas, Pension Fund the sum of \$85.80 per week effective March 17, 2013, \$89.20 per week effective March 17, 2014, and \$92.80 per week effective March 17, 2015.

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

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

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

ARTICLE XIX: NO STRIKE, NO LOCKOUT

During the life of this Agreement, there shall be no picketing, strike, stoppages, slow downs, or concerted refusal to work engaged in by the Union, any of its members or employees, for any cause whatsoever. The Employer agrees not to lock out its employees during the life of this Agreement for any cause whatsoever.

ARTICLE XX: FUNERAL LEAVE

Should a death occur in the immediate family, upon request, a regular employee who attends the funeral shall be granted three (3) consecutive days consisting of the day of the funeral and either the two days preceding, the day preceding and the day following, or the two (2) days following the day of the funeral. The employee shall be compensated for the scheduled days he would have worked within the applicable period had such death not occurred, at eight times his regular straight-time hourly rate. Immediate family shall mean: spouse, mother, father, brother, sister, grandmother, grandfather, children, grandchildren, and stepchild.

ARTICLE XXI: DURATION

This Agreement shall be effective on the date of the execution hereof, except as otherwise specified herein, and shall remain in effect until midnight on March 16, 2016, and shall continue in effect thereafter from year to year unless notice by certified mail is given by either party to the other of intention to terminate or modify at least sixty (60) days prior to March 16, 2016, or any annual anniversary date thereafter.

Steve Lomarta
6-10-2013

Derald J. Kelly

DEPARTMENT STORE, PACKAGE
GROCERY, PAPER HOUSE, LIQUOR
AND MEAT DRIVERS, HELPERS AND
WAREHOUSEMEN, LOCAL NO. 955

L & C MEAT COMPANY INC.

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JUN 14 2013
CONTRACT
DEPARTMENT



AGREEMENT BETWEEN

LA FARGE NORTH AMERICA

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 20

RECEIVED

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**CONTRACT
DEPARTMENT**

March 1, 2013 through February 28, 2018

This Agreement by and between the LAFARGE NORTH AMERICA, INC, Toledo Terminal, (hereinafter called the "Company") and the Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 20, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (hereinafter designated as the "Union").

ARTICLE I. RECOGNITION

- A. The Company recognizes the Union as the exclusive collective bargaining agency, for all production and maintenance employees at its terminal at Toledo, Ohio,

- B. All present employees shall, on and after the 31st day from date hereof, as a condition of continued employment maintain their membership in the Union during the life of this Agreement, to the extent of paying monthly dues. All new employees shall as a condition of continued employment apply for Union membership after thirty (30) days from the date of employment and shall maintain membership in the Union during the life of this Agreement, to the extent of paying initiation fees and monthly dues.

- C. It is understood and agreed between the Company and the Union that the Company will deduct any back unpaid Union dues and initiation fees owed the Union, as well as current monthly Union dues and initiation fees, from the paychecks of all employees who have signed proper legal authorization for such deductions and who are covered by this Agreement, on the first payday of the month for which current Union dues (payable in advance) and initiation fees are due the Union. The Company further agrees to remit to the Secretary-Treasurer of the Union, before the fifteenth day of that month, all Union dues and initiation fees so deducted from the paychecks of employees covered by this Agreement. The Secretary-Treasurer will promptly issue a receipt to the Company for all such dues and initiation fees so received by him.

- D. The Company agrees to deduct from employees giving written authorization any moneys for the Credit Union and remit same to the Credit Union office by separate checks.

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

ARTICLE XV. PENSION PLAN

A. Effective **March 1, 2013**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred and thirty two dollars and thirty cents (\$132.30)** per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective **March 1, 2014**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred and forty dollars and twenty cents (\$140.20)** per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective **March 1, 2015**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred and forty eight dollars and sixty cents (\$148.60)** per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective **March 1, 2016**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred and fifty four dollars and fifty cent (\$154.50)** per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective **March 1, 2017**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred and sixty dollars and seventy cents (\$160.70)** per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

- B. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- C. If an employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than nine (9) weeks. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective,

sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

D. Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part time under the provisions of this Contract. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this paragraph but the Union shall be notified and agree to such employees.

E. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contributions to the Central States, Southeast, and Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an Officer of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Pension payments, the Union shall have the right to take such legal action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom.

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

ARTICLE XVI. STRIKES AND VIOLATIONS

Adequate procedure having been provided for the equitable settlement of any grievance arising under this Agreement, the parties hereto agree that there shall be no suspension of work through strikes, slowdowns, lockouts, or otherwise during the life of this Agreement.

This Agreement, made and entered into, by and between LAFARGE NORTH AMERICA, INC, located at Superior, Wisconsin, party of the first part, and hereinafter called the Company, and the LOCAL UNION NO. 346 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at Superior, Wisconsin party of the second part, hereinafter called the Union.

ARTICLE I

RECOGNITION, UNION SHOP AND DUES

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

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

SECTION 3. CHECK-OFF The Company agrees to deduct from the pay of all employees covered by this Agreement the dues or initiation fees of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

The Local Union shall certify to the Company in writing each month a list of its members working for the Company who have furnished to the Company the required authorization, together with an itemized statement of dues, initiation fees (full or installment), owed and to be deducted, for such month from the pay of such member.

The Company, during the life of this Agreement, shall deduct from the first paycheck due to each employee the amount of dues and or initiation fees authorized by its Union and remit same prior to the last day of the month in which deductions are made.

The Company will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law.

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CONTRACT
DEPARTMENT

ARTICLE XIV

PENSIONS

SECTION 1. The Pension Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts to which companies who are party to this contract are also parties.

SECTION 2. Effective **March 1, 2013** the Company shall contribute to the Pension Fund the sum of **one hundred and thirty two dollars and thirty cents (\$132.30)** per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Effective **March 1, 2014** the Company shall contribute to the Pension Fund the sum of **one hundred and forty dollars and twenty cents (\$140.20)** per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Effective **March 1, 2015** the Company shall contribute to the Pension Fund the sum of **one hundred and forty eight dollars and sixty cents (\$148.60)** per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Effective **March 1, 2016** the Company shall contribute to the Pension Fund the sum of **one hundred and fifty four dollars and fifty cents (\$154.50)** per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Effective **March 1, 2017** the Company shall contribute to the Pension Fund the sum of **one hundred and sixty dollars and seventy cents (\$160.70)** per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

SECTION 3. By the execution of this Agreement, the Company authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 4. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a

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

SECTION 5. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract including weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

ARTICLE XV

GROUP INSURANCE

Section 1 - Subject to the provisions of this Agreement, bargaining unit employees who have acquired seniority rights may voluntarily join and become members of any Medical/Dental Insurance Program which is offered by Lafarge Corporation to the salaried staff at the Superior terminal.

Qualified employees will be allowed to join and participate in the same manner as salaried employees and under the terms and conditions as presently set forth in the Medical/Dental Program(s), or as subsequently amended, altered, revised and/or terminated from time to time by Lafarge Corporation. Said coverage and benefits are also subject to the terms and conditions contained in the contract between Lafarge and the carrier, provider, or third party administrator. No Lafarge action respecting said Program(s) nor any dispute arising out of, under or relating to said Plan(s) shall be subject to the Grievance or Arbitration procedures under this Agreement.

Any change in coverage and benefits and/or any changes in contributions, deductibles or plan design which may occur in the Group Health program(s) during the term of this Agreement will be applied to the bargaining unit employees on the date or dates that such changes become effective.

Insurance charges are subject to a yearly review and any increases or decreases that may occur during the life of the Agreement will be applied to the bargaining unit employees in the same manner as the salaried employees. The amount established by the Company shall be

C.S.

COLLECTIVE AGREEMENT

between

LAFARGE NORTH AMERICA

and

THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

LOCAL UNION NO. 486

DECEMBER 1, 2011- NOVEMBER 30, 2015

SAGINAW TERMINAL SAGINAW, MICHIGAN

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**CONTRACT
DEPARTMENT**

This Agreement, made and entered into, by and between **Lafarge North America**, located at Carrollton, Michigan, party of the first part, and hereinafter called the Company, and the **LOCAL UNION NO, 486** affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at Saginaw, Michigan, party of the second part, hereinafter called the Union.

ARTICLE 1

RECOGNITION, UNION SHOP AND DUES

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

Section 2. UNION SHOP: All present employees who are members of the Local Union on the effective date of this Section shall remain members of the Local Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union, and all employees who are hired hereafter shall on and after the thirty-first (31st) continuous day following the beginning of their employment or on and after the thirty-first (31st) employment day following the effective or execution date of this Section, whichever is the later, shall become and remain members in good standing of the Local Union as a condition of employment.

Section 3. CHECK-OFF: The Company agrees to deduct from the pay of all employees covered by this agreement the dues or initiation fees of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

The Local Union shall certify to the Company in writing each month a list of its members working for the Company who have furnished to the Company the required authorization, together with an itemized statement of dues, initiation fees (full or installment), owed and to be deducted, for such month from the pay of such member.

The Company, during the life of this Agreement, shall deduct from the first (1st) pay check due to each employee the amount of dues and or initiation fees authorized by its Union and remit same prior to the last day of the month in which deductions are made.

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

Section 4. The parties hereto agree to continue to apply the provisions of this Agreement to all employees without regard to race, color, sex, religious creed or national origin, physical or mental handicap, disabled veteran, or Vietnam-era veteran status. The parties further agree to abide by the provisions of the Americans with Disabilities Act and the Federal Family and Medical Leave act as set forth by law.

Section 5. It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement, all of the rights, powers and authority the Company had prior to the signing of this Agreement are retained by the Company and remain the exclusive right of Management without limitation.

The Union recognizes that the Management of the Company and the direction of its working

Section 3 above.

Section 7. With regard to the Group Health Program, details of such program(s) will be made available to all employees. The full text of the Group Health Program(s) will be made available upon request. The Company will also provide employees with updated information on available health care and dental coverage. Employees will be furnished with identification cards if so required.

Section 8. In addition to the Medical/Dental insurance referenced above, the following summarizes other benefits of the Plan prepared solely for the purpose of quick reference. This is not intended to replace Summary Plan Description (SPD) and in the case of discrepancy, the official text of the Summary Plan Description and the Plan Document shall prevail. Complete Summary Plan Descriptions (SPD) are available to employees from the Regional Human Resource office, upon request.

Eligibility, coverage and conditions shall be as provided in the applicable policy or plan, general terms of benefits shall be as follows:

Life Insurance	Two thousand and eighty (2,080) times the straight-time hourly rate.
Accidental Death & Dismemberment	Two thousand and eighty (2,080) times the straight-time hourly rate.
Sickness & Accident Insurance	\$300.00 per week-effective 12/1/98 \$325.00 per week-effective 12/1/99
First (1st) day of accident	
Fourth (4th) day of illness	
Maximum twenty-six (26) weeks.	

ARTICLE 16

PENSION PLAN

Section 1. The Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee, not including students, covered by the collective bargaining Agreement a contribution of:

1 st Year	\$115.60 per week
2 nd Year	\$124.80 per week
3 rd Year	\$134.78 per week
4 th Year	\$145.56 per week

Section 2. All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month and made payable to Central States - Account #7000 and mailed to Mellon Bank, Central States Funds, Dept. 10291, Palatine, Illinois, 60055-0291, or such other depository as may be designated. For new employees, pension contributions will begin sixty (60) days after the date of hiring.

Section 3. Contributions to the Pension Fund must be made for each week for each regular employee, even though such employee may work only part-time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Company but not under provisions of this Contract.

Section 4. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this Article.

Section 5. If an employee is absent because of illness, layoff, or off-the-job injury and notified the Company of such absence, the Company shall continue to make the required contributions to the Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Section 6. Notwithstanding anything herein contained, it is agreed that in the event any company is delinquent at the end of a monthly period in the payment of its contribution to the Pension Fund, in accordance with the rules and regulations of the Trustees of such Fund and after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Company of such delinquency, the Union shall have the right to take such legal action as it deems necessary until such delinquent payments are made and costs resulting from the employers payments of benefits incurred for non payment of benefit. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. It is further agreed that in the event such action is taken, the Employer shall be responsible for all losses resulting therefrom. Companies who are delinquent must also pay all attorneys' fees and cost of collections.

Section 7. It is agreed that the Pension Fund will be administered jointly by companies and Union in compliance with all applicable laws and regulations, both state and federal.

Section 8. By the execution of this Agreement, the Company authorizes the Employers Association who are signatories to similar collective bargaining agreements signed with Teamster Unions to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer.

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

Section 9. The Company agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due.

ARTICLE 17

THRIFT PLAN

Effective March 1, 1996, the Company will maintain a 401(K) Plan for bargaining unit employees. Terms and conditions of the Plan shall be outlined in the Summary of the Plan attached hereto, as APPENDIX "C".

Rules concerning eligibility, vesting, borrowing, withdrawals, procedures for electing to initiate, change or terminate contributions to the Plan, and other procedural and administrative matters shall be the same as the terms of the Lafarge North America Thrift Savings Plan, including any future amendments thereto.

AGREEMENT
Lafarge Corporation
January 1, 2012 – December 31, 2014

Lafarge Corporation (hereinafter referred to as the "Employer") and the Truck Drivers Local Union No. 449 of Buffalo and Vicinity, affiliated with the Eastern Conference of Teamsters and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (hereinafter referred to as the "Union") do hereby assent to all the provisions of the following Agreement, and do hereunto affix their signatures as evidence of the understanding and acceptance of all its terms and conditions and do pledge and bind our respective organization to a strict observance of this Agreement which shall be binding on all parties.

The Company recognizes the Union as the exclusive bargaining representative for all its employees engaged as ready-mix truck drivers at following facilities in Erie County, New York Genesee Street, Lancaster; River Road, Tonawanda; and Hopkins Street, Buffalo and at the Company's facility at New Road, Niagara Falls, in Niagara County, New York. If any of the above facilities is closed and moved to another location within the same County, the new facility will be covered by this Agreement.

The Union and the Company agree that during the period of the Contract, meetings will be scheduled to include the Stewards with the Employer to discuss what can be done to further the interest of the Company and employees in the preservation of jobs and work opportunities in this division.

WITNESSETH: The Agreement shall become effective as of January 1, 2012 and shall continue in effect up to and including December 31, 2014, and thereafter from year to year, unless terminated at the option of either party upon written notice to the other, such notice to be not less than ninety (90) days prior to any such termination date.

GENERAL PROVISIONS

ARTICLE I

1. The Union at all times agrees, as far as it is in its power, to further the interest of the Employer.
2. Dishonesty and incompetence shall be sufficient cause for discharge without notice. Immediately, however, upon a man being discharged for such reason, the employer will notify the Union in writing.
3. The Employer agrees that any and all employees covered by this Agreement and within the classifications of work as herein provided shall become and remain members of the Union in good standing, as a condition of continued employment, immediately

A. If unemployed, he shall return to work upon request of the Employer. Failure to do so shall be considered a voluntary quit unless the employee has previous commitment to work elsewhere.

B. If employed elsewhere, he shall return to work within seven (7) working days after he has been notified. Failure to return within the seven (7) day period shall be considered a quit.

C. Copy of recall notice shall be sent to the Union.

ARTICLE V

1. It shall not be considered a violation of this Agreement for employees covered by this Agreement to refuse to cross a picket line to perform work in any instance where the picket line has been established by a Building Trades Union and the purpose of the picketing is lawful and is duly authorized by the Union so picketing. Neither shall it be a violation for employees to refuse to cross a picket line which is established and maintained by a labor organization other than the Building Trades and over which the Trades have no control. The Union will notify an officer of the Company of any Teamster recognized picket line, or the driver will be expected to cross the line. On jobs that have already begun, twenty-four (24) hour notices must be given to complete the pour.

2. Should any provisions of the entire Agreement, at any time during its life be in conflict with Federal or State Laws or Regulations, then such provision shall continue in effect only to the extent permitted. In the event of any provision of this Agreement thus being held inoperative, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

ARTICLE VI

1. Effective as of January 1, 2012, and continuing to and including December 31, 2014, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee performing work covered under this agreement who has been on the payroll for 30 calendar days in the following manner.

Effective January 1, 2012 for each employee covered under this Agreement the Company will contribute one hundred and seventeen dollars and fifty cents (\$117.50) per week and the employee will contribute nine dollars (\$9.00) per week to the Pension fund.

Effective January 1, 2013 for each employee covered under this Agreement the Company will contribute one hundred and twenty-three dollars and eighty cents (\$123.80) per week and the employee will contribute nine dollars (\$9.00) per week to the Pension fund.

Effective January 1, 2014 for each employee covered under this Agreement the Company will contribute one hundred and twenty nine dollars and ten cents (\$129.10) and the employee will contribute nine dollars (\$9.00) per week to the Pension fund.

Employee's co-contributions to the pension fund shall be deducted from the employee's earnings and remitted to the pension fund on a timely basis.

(A) After the employees have been employed for thirty (30) days, full payment shall be made for any employee that works during a workweek. Show-up time, holiday pay and vacation pay shall be considered working hours for this purpose.

(B) If an employee does not work in any such week, no contribution shall be made for such employee for such week.

(C) All Company contributions shall be paid to the Pension Fund no later than the tenth (10th) day of the month following the month during which the right to contribute has been incurred.

Contributions shall be paid on each employee covered by this agreement including part-time, temporary, extra, casual, and seasonal employees.

The Trust Agreement of the Central States, Southeast and Southwest Pension Fund is incorporated by reference into this agreement and the employer agrees to be bound by that agreement.

In the event that the aforementioned Pension Fund goes out of existence or in the event it becomes impossible or unlawful for the Company to participate in such fund, any employees covered by this Agreement will be eligible to participate in the Company pension plan in accordance with its terms.

2. It is mutually agreed that at any time during the life of this Agreement any question raised by the Employer or the Union that any section of this Agreement is not being complied with, such question may be referred to the grievance procedure for investigation and compliance.

3. The Employer shall be required to submit a monthly seniority list in duplicate to the office of Truck Drivers Local Union No. 449 by the 20th of the month.

4. All seasonal employee's vacations shall be pro-rated the same as regular employees.

5. Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for sixty (60) days and may be extended for like periods but not to exceed a total of six (6) months. Permission for extension of the sixty (60) days must be

secured from both the Local Union and the Employer. During the period of absence, the employee shall not engage in gainful employment except when otherwise agreed to by the Union and Employer due to extenuating circumstances. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

6. Employees may elect to participate in the Company 401(k) program. The Company will match 25% on the first 4% of earnings contributed by an employee. Employees may elect to contribute up to the maximum allowed by the plan.

ARTICLE VI-A (MEDICAL)

1. Upon written notice of ratification the Company will provide health insurance (Medical/Dental/Vision) as shown hereinafter. Bargaining unit employees follow the same eligibility and waiting period(s) as salaried employees.

2 Eligible Employees may voluntarily join and become members of:

The Health plans (Medical/Dental/Vision and FSA) as is presently offered by the Company to its salaried staff.

(a) Eligible bargaining unit employees will be allowed to join and participate in such Plan(s) under the terms and conditions set forth in said Plan(s), or as subsequently amended, altered, revised and/or terminated from time to time by Lafarge North America. Said coverage and benefits are also subject to the terms and conditions contained in the contract(s) between the Company and the carrier or provider or third party administrator. No action by Lafarge respecting said Plan(s) nor any dispute arising out of, under or relating to said Plan(s) shall be subject to the Grievance or Arbitration procedures under this Agreement.

Bargaining Unit employees will be subject to any change in coverage and benefits and/or any change in contributions, cost sharing, deductibles and plan design that may occur in the health(s) covering the salaried staff during the term of this Agreement. Before any change is made to the health insurance (Medical, Dental) under this Section, the Union will be given reasonable advance notice.

(b) Employees' contributions toward the cost of medical/dental insurance are subject to a yearly review. The amounts established by the Company will be communicated to the Union in advance and will remain in effect for a period of not less than a one-year and will not exceed twenty five percent (25%) of the COBRA rate, any year, for the remainder of this agreement.

AGREEMENT

LAFARGE QUARRY DIVISION

(ST. CHARLES QUARRY)

2011-2014

This agreement, dated the 16th day of March, 2011, by and between Lafarge Quarry Division (St. Charles Quarry), or its successors, hereinafter called the "employer", party of the first part, and Local Union No.682, Affiliated with the International Brotherhood of Teamsters, or its successors, party of the second part, hereinafter called the "union", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I - RECOGNITION

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

SECTION 2. The term, "employee" as used in this agreement shall include all drivers and helpers, but excluding office clerical, supervisors, guards and employees covered by other union contracts.

SECTION 3. The employer will neither negotiate nor make any collective bargain agreements for any of its employees in the bargaining unit covered hereby unless it's though duly authorized representatives of the union.

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

SECTION 5. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the employer in the unit which is the subject of this agreement shall become members of the union not later than the thirty-first (31st) day following the beginning of their employment or following the execution date of this agreement, whichever is the later; that-the continued employment by the employer in said unit of persons who are already members in good standing of the union shall be conditioned upon those persons continuing their payment of the periodic dues of the union; and that the continued employment of persons who were in the employ of the employer prior to the date of this agreement and who are not now members of the union, shall be conditioned upon those persons becoming members of the union not later than the thirty-first (31st) day following the execution of this agreement.

The failure of any person to become a member of the union at such required times shall obligate the employer, upon written notice from the union to such effect and to the further effect that union membership was

available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his union membership in good standing as required herein shall, upon written notice to the employer by the union to such effect, obligate the employer to discharge such person.

ARTICLE II- REPRESENTATION

SECTION 1. The union shall be represented by a shop steward to be selected in any manner determined by the union. It shall be his duty to see that the terms and conditions of this contract are lived up to by both the employer and his employees. He shall not have authority to call any strikes or work stoppages. In the event of layoff, he shall be the last man laid off in the bargaining unit.

SECTION 2. The employer recognizes the right of the union to designate shop stewards and alternates from the employer's seniority list. The union shall notify the company who the stewards and alternates are.

The authority of shop stewards and alternates so designated by the union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

2. The collection of dues when authorized by appropriate local union action;

3. The transmission of such messages and information which shall originate with and are authorized by the local union or its officers, provided such messages and information:

(a) have been reduced to writing, or,

(b) If not reduced to writing are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the employer's business.

Shop stewards and alternates have no authority to take strike action, or any other action interrupting the employer's business, except as authorized by official action of the union.

The employer recognizes these limitations upon the authority of shop stewards or their alternates, and shall not hold the union liable for any unauthorized acts. The employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down or work stoppage in violation of this agreement.

ARTICLE VIII - DISCHARGE CASES

Employees may be discharged for just cause. Complaints regarding the unjust discharges of members of the bargaining unit will be handled promptly according to grievance procedure herein provided. Such complaints must be filed by the employee with the union within five (5) working days of discharge and must be made in writing to the union. If the union officials feel that the discharge is unjustified, it shall protest the discharge to the employer who must review and render a decision on the case within five (5) working days after receipt of same.

ARTICLE IX- PENSION

Effective March 16, 2011, the employer shall contribute to a pension fund the sum of one hundred sixty eight dollars and seventy cents (\$168.70) per week for each employee covered by this agreement who has been on the payroll thirty (30) days or more, for the duration of this agreement. Effective March 16, 2012, the employer shall contribute to a pension fund the sum of one hundred eighty two dollars and twenty cents (\$182.20). Effective March 16, 2013, the employer shall contribute to a pension fund the sum of one hundred ninety three dollars ten cents (\$193.10) per week for each employee covered by this agreement who has been on the payroll thirty (30) days or more, for the duration of this agreement.

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

Contributions shall be made on employees for any week they receive any compensation from the employer. No contributions shall be made, when the only compensation received is for holiday pay alone.

If an employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. Otherwise an employer shall not be obligated to make a contribution for an employee for any week in which employee performs no work. If an employee is granted a leave of absence, the employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

Notwithstanding anything herein contained it is agreed that in the event any employer is delinquent at the end of a period in the payment of his contributions to the pension fund created under this contract, in accordance with the rules and regulations of the trustees of such funds, the employees or their representatives, after the proper official of the local union shall have given seventy-two (72) hours notice to the employer of such delinquency in pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the employer shall be responsible to the employees for losses

resulting there from.

ARTICLE X - HEALTH AND WELFARE

SECTION 1. Effective March 16, 2011 the employer agrees to pay two hundred thirty five dollars twenty four cents \$235.24 per week, for each employee covered by this agreement who has been on the payroll thirty (30) days or more to Local Union No.682 Health and Welfare Trust Fund.

Effective March 16, 2012 the total package for health & welfare benefits and wages and pension shall be an increase of one dollar twenty five cents (\$1.25). Effective March 16, 2013 the total package for health & welfare benefits and wages and pension shall be an increase to one dollar twenty five cents (\$1.25).

By the executive of this agreement the employer adopts and becomes a participating party of the trust agreement for the establishing and administration of "Local Union No.682's Health and Welfare Trust Fund".

Contributions shall be made on employees for any week they receive compensation from the employer. No contribution shall be made when the only compensation received is for holiday pay alone.

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

The trustees of Local Union No. 682's Health and Welfare Trust Fund shall seek the approval of the Commissioner of Internal Revenue to establish the deductibility for income tax purposes of the employer's contributions as being qualified for tax exemption under the applicable provisions of the Internal Revenue Code. The employer's obligation to contribute shall terminate on the receipt of an adverse opinion from the Commissioner of Internal Revenue but shall become effective again when approval is obtained, provided however, that during this interim period the employer will continue to make the contributions and the union agrees to indemnify the employer for any monetary loses sustained, provided, however, the employer's contribution shall terminate if the plan cannot be altered or amended in the manner resulting in approval.

Notwithstanding anything herein contained it is agreed that in the event any employer is delinquent at the end of a period in the payment of his contributions to the Health and Welfare fund created under this contract, in accordance with the rules and regulations of the trustees of such funds, the employees or their representatives, after the proper official of the local union shall have given seventy two (72) hours' notice to the employer of such delinquency in health and welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the employer shall be responsible to the

provisions of this agreement shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this contract not contrary to law.

ARTICLE XX - REOPENING

In the event of war, declaration of emergency, or imposition of civilian controls during the life of this contract, either party may reopen the same upon sixty (60) days written notice and request renegotiations of matters dealing with wages and hours. If governmental approval of revisions becomes necessary, all parties will co-operate to the utmost to attain such approval.

ARTICLE XXI - TERMINATION OF AGREEMENT

All of the terms and conditions of this agreement shall become effective as of the 16th day of March, 2011, and shall remain in full force and effect until the 15th day of March, 2014.

Should the parties reach an agreement upon the terms and provisions of a new contract or a contract containing the desired modifications at a time subsequent to the termination date of this contract, then in such event all of the terms and provisions of the new contract or the contract containing the desired modifications, shall be made retroactive to the termination date of this contract.

STONE QUARRY AND GRAVEL PIT

AGREEMENT

EFFECTIVE DATE: May 5, 2014

EXPIRATION DATE: May 4, 2017

BETWEEN

**LAFARGE NORTH AMERICA
AT SHERIDAN, TRIUMPH & UTICA, ILLINOIS**

AND

**TEAMSTERS LOCAL UNION NO. 722
LASALLE, ILLINOIS
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

STONE QUARRY AND GRAVEL PIT AGREEMENT

This Agreement made and entered into by and between "LAFARGE NORTH AMERICA (FORMERLY WESTEN SAND AND GRAVEL COMPANY) - SHERIDAN, TRIUMPH & UTICA, ILLINOIS, as party of the First Part, hereinafter called the "Employer", and GENERAL TRUCK DRIVERS, DOCKMEN, HELPERS, WAREHOUSEMEN, SALES DRIVERS, AUTOMOTIVE WORKERS, GAS STATION ATTENDANTS, RETAIL DELIVERY DRIVERS AND DAIRY EMPLOYEES, LOCAL UNION NO. 722, or its successors, an affiliate of the International Brotherhood of Teamsters, Party of the Second Part, hereinafter called the "Union".

ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes the Union as the sole representative of those classifications of employees who are members of the Union covered by this Agreement in collective bargaining with the Employer in respect to wages, hours, and working conditions.

Section 2. The Employer agrees that a duly authorized business representative of the Union may visit the plant or working scene during working hours, providing there is no interruption of the operation of the plant, and providing such representative signs a release from all liability for damages sustained while on the premises of the Employer.

Section 3. Upon request, time records will be made available for inspection during working hours to duly authorized representatives of the Union.

ARTICLE 2 WAGES

Section 1.

<u>Basic Pay Rates</u>	<u>Effective 05/05/14</u>	<u>Effective 05/05/15</u>	<u>Effective 05/05/16</u>
<u>All Quarry Trucks</u>	\$27.29	TBD*	TBD*

Rates may change based upon changes in H&W contributions. Total cost of wages, health and welfare and pension will not exceed one dollar and thirty cents (\$1.30) in each of the second and third years of the agreement.

Section 2. New employees will be paid at a rate equal to the basic pay rate less \$2.00 per hour for their first six (6) months of employment.

It is understood and agreed that the sole liability of the Employer under this Health and Welfare Plan shall be the payment of the contributions to the aforesaid Health and Welfare Fund. By the execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other health and welfare fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Employers presently making payments to the Central States Health & Welfare Fund and Employers who may subsequently begin to make payments to such Fund shall continue to make such payments for the life of this Agreement. Action for delinquent contributions may be instituted by the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

Section 2. The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, effective for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective May 5, 2014, the sum of one hundred and forty dollars and twenty cents (\$140.20) per week, per employee.

Effective May 5, 2015, the weekly contribution shall be increased to one-hundred and forty-eight dollars and sixty cents (\$148.60) per employee.

Effective May 5, 2016, the weekly contribution shall be increased to one hundred and fifty four dollars and fifty cents (\$154.50) per employee.

There shall be no other pension fund under this Agreement for operation under this Agreement or for operations under the Southeast and Southwest Areas Agreement to which Employers, who are party to this Agreement, are also parties. By execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

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

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

ARTICLE 15 NO STRIKE - NO LOCK-OUT

Section 1. There shall be no lockout by the Employer during the term of this Agreement.

Section 2. The Union and the employees it represents agree that they will condemn and will not cause, authorize, or participate in a strike, sit-down, slowdown, or engage in a work stoppage or limitation upon production on the part of the Union, any employee, or any group of employees, and that employees engaging in such activities shall be subject to disciplinary action.

AGREEMENT

By and Between

**Lakehead Constructors, Inc.
Superior, Wisconsin**

and

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

**May 1, 2013
through
April 30, 2016**

RECEIVED

MAY 17 2013

CONTRACT
DEPARTMENT

AGREEMENT BETWEEN

LAKEHEAD CONSTRUCTORS, INC.
SUPERIOR, WISCONSIN

AND

TEAMSTERS GENERAL LOCAL UNION NO. 346
DULUTH, MINNESOTA

LAKEHEAD CONSTRUCTORS, INC., hereinafter referred to as the "Employer", and Teamsters General Local Union No. 346, of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union" agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

TERMS AND RELATIONS: This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and employees agree to carry it out fairly.

ARTICLE 1.

RECOGNITION: A. The Employer agrees to and does hereby recognize the Teamsters General Local Union No. 346 of the International Brotherhood of Teamsters, and those persons authorized to and acting in behalf of said Labor Union.

B. **REPRESENTATION:** The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of Union affiliation.

C. **UNION SECURITY:** All present employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union, in good standing, as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this subsection, whichever is the later.

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

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

ARTICLE 25.

PENSION: Effective the 1st day of May, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of two hundred sixty-eight dollars and eighty cents (\$268.80) per week for each Employee covered by this Agreement who has been on the payroll thirty (30) days or more. This is to be negotiated as per the 1982 schedule.

Effective the 1st day of May, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of two hundred seventy-nine dollars and sixty cents (\$279.60) per week for each Employee covered by this Agreement who has been on the payroll thirty (30) days or more. This is to be negotiated as per the 1982 schedule.

Effective the 1st day of May, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of two hundred ninety dollars and eighty cents (\$290.80) per week for each Employee covered by this Agreement who has been on the payroll thirty (30) days or more. This is to be negotiated as per the 1982 schedule.

If an employee is absent because of illness and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than sixty (60) days. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

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

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

ARTICLE 26.

CALL IN PAY: When an employee is called to work, he shall receive two (2) hours' pay if not put to work. If he is called to work and is put to work, he shall be guaranteed a minimum of four (4) hours pay; these provisions, however, not to be effective when work is unable to proceed because:

- (1) railroad or common carriers fail to make deliveries as scheduled;
- (2) the Engineer refuses to permit work; and
- (3) Acts of God, including weather conditions, will not permit work.

ARTICLE 27.

WEEKLY HOURS AND OVERTIME: For the purpose of computing overtime a standard day shall mean eight (8) hours of work per day and a standard week shall mean forty (40) hours of work per week. Any hours worked in excess of a standard day or a standard week as above defined shall be paid for at the rate of time and one-half (1/2) except as provided in Article 30 of this Agreement.

A. Except drivers who will be paid overtime after eight (8) hours per day and forty (40) hours per week unless assigned to a construction job.

ARTICLE 28.

SUNDAYS AND HOLIDAYS: Regular employees shall not be required to work on Sunday. All work performed on Sunday or the following holidays:

New Years Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day,

shall be paid at the rate of two (2) times the regular rate of pay. It is understood, however, that Mondays set as these holidays by the Federal Government, shall be observed as such.



**CENTRAL STATES
SOUTHEAST AND
SOUTHWEST AREAS
HEALTH AND WELFARE AND PENSION FUNDS**

EMPLOYEE TRUSTEES
FRED GEGARE
JERRY YOUNGER
GEORGE J. WESTLEY
CHARLES A. WHOBBREY

EMPLOYER TRUSTEES
HOWARD McDONOUGH
ARTHUR H. BUNTE, JR.
TOM J. VENTURA
GARY F. CALDWELL

EXECUTIVE DIRECTOR
THOMAS C. NYHAN

February 15, 2008

FRINGE BENEFIT CONTRIBUTION AGREEMENT

1. The most recent collective bargaining agreement between the Union and the Employer has either terminated or the collective bargaining agreement is continuing in effect under its terms or under an extension agreement. However, due to rate increases adopted by the Trustees of the Central States Southeast and Southwest Areas Pension Fund (the "Pension Fund") the contribution rate payable to the Pension Fund under the most recent collective bargaining agreement is no longer sufficient. As a result, the Employer reaffirms its duty to contribute to the Pension Fund and any existing Participation Agreement, except it agrees to contribute to the Pension Fund (the "Pension Fund") at the rates set forth below on behalf of all employees who are eligible for Pension Fund contributions under the most recent collective bargaining agreement:

1/1/2007	6/1/2007	6/1/2008	6/1/2009	6/1/2010
\$59.40	\$64.20	\$69.30	\$74.80	\$80.80

2. In accordance with the Pension Fund Trust Agreement to which the Employer is bound, the Employer agrees to promptly provide the Fund's Contracts Department by certified mail with a complete copy of any new collective bargaining agreement or any other agreement between the Employer and the Union that in any way affects the Employer's obligation to remit contributions to the Fund. The Employer agrees that regardless of the stated effective date of any new collective bargaining agreement or any agreement that modifies the Employer's duty to contribute to the Pension Fund, the Agreement will not be effective with respect to the Fund until the day it is received by the Fund's Contracts Department with the exception of the required pension contribution rate increase which is effective on the above dates.

3. This Agreement shall remain in effect until a) the Employer provides the Fund's Contracts Department by certified mail with written notice that its duty to contribute under both contract and law (including 29 U.S.C. § 158) has terminated or b) the Union has lost its status as the representative of the bargaining unit through the certification of the result of an NLRB election or the Union has disclaimed interest in representing the bargaining unit or c) the Fund has accepted a new collective bargaining agreement between the Employer and the Union.

4. Any existing Participation Agreement between the Union and Employer shall continue in effect according to its terms and shall not be superseded by this Agreement, except with respect to the contribution rates specified above.

Local Union No. 247
2741 Trumbull Ave
Detroit, MI 48216

4599000-0100-00247A
Lake Orion Lumber Co.
215 S. Broadway
Lake Orion, MI 48362

Thomas A. Ziembovic

Representative Signature

Thomas A. Ziembovic, B.A.

Print Name and Title

9/11/09

Date

J. J. [Signature]

Representative Signature

Print Name and Title

9/10/09

Date

9377 West Higgins Road
Rosemont, Illinois 60018-4938
Phone: (847) 618-9800

www.centralstates.org

AGREEMENT

By and Between

**LAKEHEAD CONCRETE WORKS, INC.
5572 Miller Trunk Highway
Duluth, MN 55811**

and

**TEAMSTERS GENERAL LOCAL 346
Duluth, Minnesota**

**September 1, 2012
through
August 31, 2017**

RECEIVED

OCT 01 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

By and Between

LAKEHEAD CONCRETE WORKS, INC.

and

TEAMSTERS GENERAL LOCAL 346

LAKEHEAD CONCRETE WORKS, INC., of Duluth, Minnesota, hereinafter referred to as the "Employer" and the TEAMSTERS GENERAL LOCAL 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", agree to the following terms and conditions of this contract.

ARTICLE 1.

RECOGNITION: Section 1. The Union shall be the sole representative of the unit composed of those classifications of employees covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination or discharge of any employee because of Union affiliation.

Section 2. The Company shall have the sole jurisdiction over all the management rights and functions provided there shall be no conflict with the terms of this Agreement.

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

If an employee is absent because of an occupational injury the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

In the event an employee is absent because of sickness or injury occurring off the job, the Employer agrees to pay the Health and Welfare premium for a period of up to four (4) weeks, provided that the employee furnishes prior to the Employer making such payments, a certificate certifying such sickness or injury from a medical doctor if the Employer requests the same.

Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

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

ARTICLE 29.

PENSION: Effective September 1, 2012, the Employer shall contribute to a pension fund the sum of one hundred thirty-two dollars and thirty cents (\$132.30) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2013, the Employer shall contribute to a pension fund the sum of one hundred thirty-seven dollars and sixty cents (\$137.60) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2014, the Employer shall contribute to a pension fund the sum of one hundred forty-three dollars and ten cents (\$143.10) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2015, the Employer shall contribute to a pension fund the sum of one hundred forty-eight dollars and eighty cents (\$148.80) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2016, and for the duration of this Contract, the Employer shall contribute to a pension fund the sum of one hundred fifty-four dollars and thirty cents (\$154.30) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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

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

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

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

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

Section 2. Defined Contribution Plan - It is agreed that a Trust Agreement shall be adopted with a Board of Trustees, an equal number appointed by Teamsters Local 346 and an equal number appointed by participating Employers. The Trustees shall establish a Defined Contribution Plan. The Plan and Trust Agreement shall comply with all applicable provisions of the Internal Revenue Code and the Employee Retirement Income Security Act.

It is further agreed that the Plan shall be a defined contribution plan. The Trust Agreement shall provide that the Trustees may appoint a qualified investment manager as defined in Section 3(38) of ERISA to manage the assets of the Fund.

The Employer agrees to be bound by the provisions of such Trust Agreement and Defined Contribution Plan and all policies adopted by the Board of Trustees, including a collection policy for the recovery of delinquent contributions. The employer further agrees to make contributions no later than the 15th of the month following the month in which contributions are earned and in the amounts set forth in the wage addendum of this contract. Contributions are payable on all hours worked commencing September 1, 2007, and shall be remitted to such

office as designated from time to time together with contribution reports in accordance with the directions of the Board of Trustees.

The Board of Trustees pursuant to the provisions of the Plan, Trust Agreement or collection policy adopted by the Trustees may impose penalties and/or interest on late payments, conduct examinations of all necessary employment, payroll and other relevant records relating to employees covered by this Agreement, require and collect reimbursement of costs of such examination, together with all costs of collection, attorneys and account fees incurred by the Defined Contribution Plan. Notwithstanding any other provision of this Agreement the failure, refusal or neglect of an Employer to report or to pay any amount due the Plan or to comply with the requirements of this section or of that Plan or Trust shall not be subject to arbitration.

Effective	Effective	Effective	Effective	Effective
<u>9-1-12</u>	<u>9-1-13</u>	<u>9-1-14</u>	<u>9-1-15</u>	<u>9-1-16</u>
\$60.80/wk	\$63.20/wk	\$64.80/wk	\$68.40/wk	\$71.60/wk

It has been agreed between the parties that \$.80 per hour will be paid on all hours worked including vacation and holiday hours.

ARTICLE 30.

FUNERAL LEAVE: The Employer agrees to pay full-time employees up to three (3) days paid leave as may be necessary to attend the funeral Monday through Friday in the event of the death of spouse, parents, child, sister, brother, Mother-in-law or Father-in-law. One (1) day shall be allowed in the event of the death of grandmother or grandfather.

ARTICLE 31.

LOSS OR DAMAGE: Employees shall not be charged for loss or damage unless clear proof

AGREEMENT

Between

LAKEVILLE MOTOR EXPRESS

And

TEAMSTERS LOCAL UNION NOS. 120, 160, 346, 662, & 695

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2013 through June 30, 2018

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CONTRACT
DEPARTMENT

**LAKEVILLE MOTOR EXPRESS
AGREEMENT**
for the period of
July 1, 2013 through June 30, 2018

Local Union No's. 120, 160, 346, 662, & 695 which Local Unions are affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the UNION) agree to be bound by the terms and conditions of this Agreement.

**ARTICLE 1.
PARTIES TO THE AGREEMENT**

Section 1. Employer Covered

The Employer covered herein is Lakeville Motor Express.

Section 2. Unions Covered

The Teamsters Local Unions covered herein are 120, 160, 346, 662, & 695, affiliated with the International Brotherhood of Teamsters.

Section 3. Transfer of Company Title or Interest

The Employer obligations under this Agreement including the Supplement shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire active or inactive operation, or a portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidations, spin-offs or any other method by which a business is transferred.

It is understood by this Section that the Employer shall not sell, lease or transfer such run or runs or rights to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, as set forth above, the Employer (including partners thereof) shall be liable to the Local Union(s) and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease or transfer of a portion of the rights comprising less than all of the signator Employer rights to a non-signator company unless the purpose is to evade this Agreement. Corporate reorganizations by the Employer, occurring during the term of this Agreement, shall not relieve the signatory Employer or the re-organized Employer of the obligations of this Agreement during its term.

When a signator to this Agreement purchases rights from another signator, the provisions of Article 5 shall apply. The applicable layoff provisions of this Agreement shall apply.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation,

**ARTICLE 52.
PENSIONS**

Effective August 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of sixty eight dollars and forty cents (\$68.40) per day or tour of duty either worked or compensated for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective August 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of sixty eight dollars and forty cents (\$68.40) for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract. This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

Consistent with past practice, the Supplemental Negotiating Committee will determine the allocation of the following negotiated contribution amounts to either the Health and Welfare Fund (Article 51) or the Pension Fund (Article 52)

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

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (five (5) days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (five (5) days per week) into the Pension Fund during the period of absence.

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

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employers claim was bona fide.

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

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

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

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

ARTICLE 53. SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee (subject to the provisions of Article 22 of the Agreement). Upon quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting.

ARTICLES OF AGREEMENT

**NORTHWEST FOOD PRODUCTS TRANSPORTATION
THIEF RIVER FALLS, MINNESOTA**

and

**TEAMSTER LOCAL 120
AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

OCTOBER 1, 2014 TO OCTOBER 1, 2017

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**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

Northwest Food Product Transportation, Thief River Falls, Minnesota, hereinafter referred to as the "Company," and the Teamster Local 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to be bound by the following terms and provisions covering wages, hours and working conditions.

ARTICLE 1 - MANAGEMENT'S RIGHTS

Section 1. Except as specifically contracted away by an expressed provision of this Agreement, all of the rights, prerogatives and authority which the Company had prior to the execution of this Agreement are retained by the Company and remain solely and exclusively within the rights of management and the exercise of such rights is not subject to the grievance and arbitration procedures. By way of example only and not in limitation thereof these rights include the management, operation and maintenance of its facilities; the right to select and hire; establish and enforce reasonable rules of conduct; direct the workforce, schedule work, determine what work is to be done and by whom; what is to be produced and delivered and by what methods and means; to determine the size of the workforce, to locate or remove any portion of the facilities and to abandon any operation at any time it deems appropriate to do so.

ARTICLE 2 - UNION SECURITY

Section 1. The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Company. As a condition of continued employment, all persons who are hereafter employed by the Company in the Units subject to this Agreement shall become members of the Union not later than the 31st day following the beginning of their employment or the effective date of this Agreement, whichever is the later; that the continued employment by the Company in said Units of employees who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of periodic dues to the Union; and the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the 31st day following the execution of this Agreement.

Section 2. No requirements of maintenance of membership in good standing beyond those provided for in the Labor Management Relations Act of 1947, as amended, shall be required by the Union.

ARTICLE 24 - HEALTH AND WELFARE

Section 1. The Company's plans covering health care, dental, vision, hearing, life insurance, long-term disability, spending accounts, and senior health care which are in effect for all employees of the Company covered by such plans including any changes, revisions, or modifications to such plans at contribution rates determined annually by the Company based on wage rates in effect as of September 1 of each preceding year will continue. Said changes shall only be those changes which apply to all other participants in the plan.

Employees who retire and draw a retirement benefit shall be eligible for retiree health care coverage available at the time of their retirement under the terms and conditions of such plans as they are made available by the Company at that time.

Section 2. Effective October 1, 2006, the Company will provide a three hundred seventy-five (\$375) dollars per week temporary disability benefit for non-occupational injury or illness commencing after that date. Benefits commence on the first day of accident and eighth day of illness. Maximum period of payment is twenty-six (26) weeks.

Section 3. The Company will continue to pay its portion of the monthly health care premium contribution for employees off work due to work and non-work related injuries/illnesses for up to twenty-six (26) weeks.

ARTICLE 25 - PENSION PLAN

Section 1. The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of thirty-six dollars (\$36) per week for each employee covered by this Agreement who shall be on the payroll thirty (30) calendar days or more. For the term of the agreement, the Company will pay the seven percent (7%) surcharge required by the Fund above the sum of the thirty-six (\$36) dollars per week. Including this surcharge, the Company contribution will be as follows:

- 10/01/2014 \$60.70 including \$36.00 base
- 10/01/2015 \$63.10 including \$36.00 base
- 10/01/2016 \$65.60 including \$36.00 base

Section 2. Effective October 1, 1998 employees will be eligible to participate in the Land O'Lakes Inc. Employee Savings and Supplemental Retirement Plan under the terms and conditions of the plan as they exist or are changed during the term of this Agreement. In the event the thirty-six (\$36) dollars Central States Pension contribution increases in the future, the 401(k) option will cease.

Section 3. The Company will continue to pay the weekly Central States Pension contribution for those employees off work due to work and non-work related injuries/illnesses for up to four (4) weeks.

Section 4. Part-time and seasonal employees, who work one thousand (1,000) hours in a calendar year performing bargaining unit work, will be eligible for the Central States Pension contribution from that point forward. Said employees will receive the weekly benefit for each week worked in subsequent years regardless of the total hours worked in those years.

ARTICLE 26 - HOLIDAYS

Section 1. Eligible employees will be paid holiday pay for the following holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day. New employees during the first ninety (90) calendar days of employment shall not be entitled to holiday pay.

Section 2. Holiday's not worked will be paid at the employee's average daily wage. Holidays worked will be paid at one-and-one half (1½) times the mileage pay system plus holiday pay.

Section 3. In the event an employee is on vacation during a week in which one of the above-referenced holidays fall, said employee may request an additional day off or receive holiday pay for that date. The additional day off will be at management's discretion.

Section 4. If the holiday falls on Sunday and is celebrated on Monday, any employee whose regular day off is Sunday shall receive pay for such holiday.

Section 5. To be entitled to holiday pay, the employee must work the regularly scheduled work day before and the regularly scheduled work day following the holiday, if requested to do so.

ARTICLE 27 - VACATIONS

Section 1. All regular employees in the service of the Company for one (1) year shall be entitled to one (1) week (4 days) of vacation with pay. All regular employees in the service of the Company for two (2) years shall be entitled to two (2) weeks (8 days) of vacation with pay. All regular employees in the service of the Company for ten (10) years shall be entitled to three (3) weeks (12 days) of vacation with pay. All regular employees in the service of the Company for eighteen (18) years shall be entitled to four (4) weeks (16 days) of vacation with pay.

Section 2. The number of weeks of vacation that may be taken in one calendar year (January 1 to December 31) is limited to the maximum number of weeks as outlined in Section 1. New employees will receive a pro-rata credit based on months worked to be taken in the following year.

Section 3. Vacation pay shall be based on the number of work week hours specified in this Agreement and the employee's average daily wage at the time vacation is taken.

ARTICLES OF AGREEMENT

Between

**Land O'Lakes, Inc.
Dairy Foods Division
Spencer, Wisconsin**

and

**General Teamsters Union
Local 662
Mosinee, WI**



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OCT 16 2014
CONTRACT
DEPARTMENT

May 1, 2014 through April 30, 2017

**LAND O'LAKES, INC.
Dairy Foods Product Division
Spencer, Wisconsin
Cheese Plant**

THIS AGREEMENT made and entered into between LAND O'LAKES, INC., The Dairy Foods Division, hereinafter referred to as the Employer and GENERAL TEAMSTERS UNION LOCAL NO. 662, hereinafter referred to as the Union.

ARTICLE 1 - SCOPE OF AGREEMENT

Section 1. This Agreement covers all production, maintenance, laboratory and sanitation employees of the Employer at the Spencer Cheese Plant, 306 Park Street, Spencer, Wisconsin. The coverage of this Agreement shall not apply to office employees, plant supervisors, field person, security personnel, or other employees excluded under the National Labor Relations Act as amended.

ARTICLE 2 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agency for all of its employees covered by this Agreement.

ARTICLE 3 - UNION SECURITY

Section 1. All present employees who are members of the Local Union on the effective date of this Section shall remain members of the Local Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union, and all employees who are hired hereafter shall on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Local Union as a condition of employment.

Section 2. Should any member of the Union be suspended or expelled from the Union, the Employer agrees to discharge such person within seven (7) calendar days after receiving due notice from the officials of the Union, provided, however, that such discharge shall not contravene the provisions of the Labor-Management Relations Act, as amended.

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

ARTICLE 45 - TRAVEL PAY

Section 1. If an employee is required to use his/her own car on Employer jobs, he/she shall be compensated for such use as designated in the Corporate Policy.

ARTICLE 46 – PENSION

Section 1. Effective May 1, 2005, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of sixty-nine dollars (\$69.00) per week under Schedule B, for each employee (excluding temporary/casual) covered by this Agreement who has been on the payroll thirty (30) calendar days or more. It is understood that the exclusion of temporary and casual employees applies to both past and future contributions.

The Employer will pay the 8% Central States weekly contribution surcharge over the term of the Agreement.

Total weekly premium contributions including the base rate of sixty-nine dollars (\$69) per week and the surcharge will be:

Effective 5/1/2014: \$114.00 (6%)

Effective 5/1/2015: \$120.80 (6%)

Effective 5/1/2016: \$125.60 (4%)

This fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operation under the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than nine (9) months.

Section 3. Contributions to the Pension Fund must be made for each week on each regular employee (excluding temporary/casual), even though such employee may work only part-time under the provisions of this Agreement including weeks where work is performed for the Employer, but not under the

provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

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

Section 4. Temporary, seasonal and/or part-time employees who work one-thousand (1,000) hours in a calendar year performing bargaining unit work will be eligible for the Central States Pension contribution from that point forward. Said employees will receive the weekly benefit for each week worked in subsequent years regardless of the total hours worked in those years.

Section 5. No later than 01/01/06, Employees will be eligible to participate in the Teamsters 401(k) Savings Plan with no Employer match.

ARTICLE 47 - WORK ATTENDANCE

Section 1. The Employer depends on every employee to report for work whenever scheduled in order to maintain an efficient operation. The Union also understands the importance of work attendance as it relates to efficient operations and agrees to work with management to insure that employees report to work when scheduled.

If an employee is unable to report for work when scheduled due to illness or other justified emergency, he/she must notify the Employer at least one (1) hour prior to the scheduled start of his/her shift stating the reasons for his/her inability to report, unless unable to do so because of an extenuating circumstance. Excessive absenteeism or tardiness may, depending upon the circumstances, result in disciplinary action including termination if not corrected. An employee's absenteeism and/or tardiness record may be considered when awarding positions and disqualifying employees from holding bid jobs.

Section 2. Employees must submit a Verification of Absence Request Form no later than five (5) scheduled workdays from their date of return to work for each absence beyond those covered by personal days.

ARTICLE 48 - MANAGEMENT'S RIGHTS

Section 1. Except as specifically contracted away by an expressed provision of this Agreement, all of the rights, prerogatives and authority which the Employer had prior to the execution of this Agreement are retained by the Employer and remain solely and exclusively within the rights of management. By way of

ARTICLES OF AGREEMENT

LAND O'LAKES, INC.

KIEL, WISCONSIN

AND

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL NO. 662**

SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2017

RECEIVED

JAN 21 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement made and entered into between Land O'Lakes, Inc., in Kiel, Wisconsin, its successors and assigns, hereinafter referred to as the "Employer" and Local No. 662 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1 - SCOPE OF AGREEMENT

This agreement covers all employees of the Employer working at or out of Kiel, Wisconsin who are within the jurisdiction of the Union but shall not apply to office employees, plant managers, fieldperson, supervisors, or any other employee who may have the authority to hire or discharge.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agency for all employees covered by this Agreement at the Kiel, Wisconsin plant, excluding office clerical, professional and supervisory employees as defined in the Labor Management Relations Act as amended.

ARTICLE 3 - UNION SECURITY

All present members of the Union must remain members of the Union in good standing as a condition of continued employment.

All present employees who are not members on the effective date of this provision and all employees who are hired hereafter shall become and remain members no later than the 31st day after the effective date of this provision whichever is later.

Should any member of the Union be suspended or expelled for a good cause from the Union, the Employer agrees to discharge such person within seven (7) calendar days after receiving due notice from the officials of the Union, provided, however, that such discharge shall not contravene the provisions of the Labor-Management Relations Act of 1947 as amended.

ARTICLE 4 - PROBATIONARY EMPLOYEES

A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) calendar day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members. After sixty (60) calendar

Five (5) scheduled work days:

- Immediate family: spouse; legally adopted, natural or step children

Four (4) scheduled work days:

- Employee's parents

Three (3) scheduled work days:

- Grandchildren, step-parents, sister, brother, mother-in-law or father-in-law

One (1) scheduled work day on the day of the funeral, to attend the funeral:

- Grandparents, brother-in-law, sister-in-law, son-in-law, or daughter-in-law

The designated days off may be modified with management approval. This provision shall not be applicable if an employee is on leave of absence, paid sick leave, lay-off or vacation. Employees on vacation shall not be required to use their vacation if a death of an immediate family member as spelled out above occurs while they are on vacation.

Additional time off without pay will be granted by the Employer for out-of-state travel to attend a funeral with substantiation of travel requirements.

ARTICLE 40 - PENSION

Effective September 1, 2010, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of eighty-five dollars (\$85.00) per week for each employee who has been on the payroll sixty (60) days or more for the term of the Agreement. The Employer will pay the 8% and 6% Central States weekly contribution surcharge over the term of this Agreement.

Total weekly Premium Contributions including the base rate of eighty-five dollars (\$85) per week and the surcharge will be as follows:

Effective 9/2/2014:	\$143.10 per week (4% surcharge)
Effective 9/2/2015:	\$148.80 per week (4% surcharge)
Effective 9/2/2016:	\$154.80 per week (4% surcharge)

There shall be no other Pension Plan under this Agreement.

It is agreed that new employees acquire no right to pension benefits unless and until they are accepted as regular employees and otherwise qualified for such benefits as required by the Pension Plan. Neither do they acquire the rights of regular employees under this contract until they are accepted as such.

The Employer shall notify the Union promptly, by letter, the names and dates of employment of all new employees and the name and date any employee leaves the service of the Employer. The Employer shall also notify the Union of the classification of the new employee as to temporary or regular. In case of temporary employees, the anticipated length of time of the temporary employment will be stated. If the employee later becomes a regular employee, the Employer shall, at that time, place him/her on the list of regular employees and make the required payment to the Pension Fund whenever such Plan is applicable.

By the execution of this Agreement, the Employer authorizes the Employers' Association of the Central States, Southeast and Southwest Areas Pension Fund to enter into appropriate Trust Agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all action already taken or to be taken by such Trustees within the scope of their authority. The Trustees of said Fund shall determine the kind and type of benefits to be provided for from said Fund and the Employer shall not be liable or responsible for the payment of any benefits that may be provided for by said Fund, either directly or as guarantor.

If an employee is absent because of illness or off-the-job injury and notified the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contribution until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months. An employee on a leave of absence desiring to have his/her contributions continued must pay the Employer the applicable rate per week which sum will be forwarded to the Pension Fund. The Employer will in no way be held responsible for the employee or to the Pension Fund if the employee fails to deposit sufficient monies with the Employer to pay the required contributions during his/her period of absence.

Part-time and seasonal employees, who work one-thousand (1,000) hours in a calendar year performing bargaining unit work, will be eligible for the Central States Pension contribution from that point forward. Said employees will receive the weekly benefits for each week worked in subsequent years regardless of the total hours worked in those years.

ARTICLE 41 - JURY DUTY

Time spent for jury duty shall be considered as time worked up to a maximum of eight (8) hours each scheduled work day. Employees, who have completed their probationary period, will be compensated for scheduled time lost due to jury duty service, up to a maximum of forty (40) hours per week at his/her base hourly rate in effect at the time of service.

ARTICLES OF AGREEMENT

**NORTHWEST FOOD PRODUCTS TRANSPORTATION LLC
EAST CENTRAL, MINNESOTA DRIVERS**

AND

MILK DRIVERS AND DAIRY EMPLOYEES UNION, LOCAL #471

OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017

RECEIVED

MAR 17 2015

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

ARTICLE 1 - RECOGNITION

Section 1. Northwest Food Products Transportation LLC (herein after referred to as the Employer), recognizes MILK DRIVERS AND DAIRY EMPLOYEES UNION, LOCAL NO. 471 (hereinafter referred to as the Union), and its duly authorized officers as the exclusive bargaining agent for the EAST CENTRAL MINNESOTA MILK HAULERS UNIT. This Agreement, does not apply to supervisors or office personnel.

ARTICLE 2 - UNION SECURITY

Section 1. All present employees who are members of the local Union on the effective date of this Agreement shall become members of the local Union in good standing as a condition of employment. All present employees who are not members of the local Union and all employees who are hired hereafter shall on and after the 30th calendar day following the beginning of their employment or on or after the 30th calendar day following the effective date of this Agreement, whichever is the later, become and remain members in good standing of the local Unions as a condition of employment.

ARTICLE 3 - CHECKOFF

Section 1. The Employer shall deduct monthly from the wages of the employees, membership dues, initiation fees, fines and assessments, for the Union and pay the same to the Secretary-Treasurer of the Union, provided the Employer shall have received from each employee on whose account such deductions are made, a written assignment which shall not be revocable for a period of more than one (1) year or upon termination of this Agreement, whichever occurs first.

Employer agrees to deduct employees' donations to DRIVE once each year, and remit the donations to the DRIVE board.

ARTICLE 4 - NEW EMPLOYEES

Section 1. New Employees shall work a seniority probationary period of thirty (30) calendar days. Employer may automatically extend the probationary period an additional thirty (30) calendar days. At the end of sixty (60) calendar days, if the Employer is not satisfied, it may ask for a second extension, which must be reviewed by the Union involved. The Union is to be provided copies of updated seniority lists on a regular basis.

Weekly Indemnity. Effective October 1, 2007, and for the term of this Agreement, the Employer agrees to provide a three-hundred-ninety dollars (\$390) per week benefit for a disability absence caused by a non-occupational injury or disease. Benefit will commence on first day accident, eighth (8th) day illness (or after sick leave is exhausted, whichever happens later). Maximum period of payment is twenty-six (26) weeks.

Section 2. Beginning the first of the month following the lay off, and continuing for up to eighteen (18) months or until re-employed and eligible for other group coverage, or until employee returns from lay off (whichever comes first), the laid off employee may make monthly payments to the Employer covering the full cost of the premium. Payment must be sent to the Plan Administrator by the first day of each month. These benefits are limited to life insurance, medical insurance and dental/vision insurance.

When an employee is absent because of illness or off-the-job injury and the employee notifies the Employer of such absence, the Employer shall continue to make its portion of the required monthly premium contribution up to the end of the weekly disability period.

If the employee is absent due to injury on the job, the Employer shall continue to make its portion of the required monthly premium contribution until the employee returns to work however, such contribution shall not be required for a period of more than twenty-six (26) weeks.

ARTICLE 24 - PENSION PLAN

Section 1. The Employer agrees to make contributions to the Central States Southeast and Southwest Area Pension Plan as follows:

Effective October 1, 2007 - a contribution rate of sixty-nine dollars (\$69) per week, (Schedule "B") for the term of the Agreement.

In addition, the Employer will pay the eight percent (4%) weekly premium contribution surcharge as requested by the Plan for the term of the Agreement. Total weekly contribution rates will be as follows including the sixty-nine (\$69) dollar base contribution rate:

Effective 10/1/2014:	\$116.30 per week
Effective 10/1/2015:	\$121.00 per week
Effective 10/1/2016:	\$125.80 per week
Effective 10/1/2017:	\$130.80 per week

Section 2. All present drivers covered by the Central States Southeast and Southwest Area Pension Plan and all future drivers shall remain and/or become participants as long as they are employees covered under this Contract.

Section 3. Part-time and seasonal employees' who work one-thousand (1,000) hours in a calendar year performing bargaining unit work, will be eligible for the Central States Pension contribution from that point forward. Said employees will receive the weekly benefits for each week worked in subsequent years regardless of the total hours worked in those years.

Section 4. Except as provided above, all employees represented by the Milk Drivers and Dairy Employees Union Local #471 covered by this Agreement will be eligible after completing a thirty (30) calendar day waiting period.

Section 5. Benefit payments at retirement: Vacation balances will be paid on a lump sum basis as of the employee's last day worked. Employer health care premium contributions cease at the end of the month in which the employee last works. Central States Pension contributions cease at the end of the week in which the employee last works.

ARTICLE 25 - UNIFORMS

Section 1. All drivers will initially be provided with five (5) uniforms: five (5) shirts and one (1) jacket. Such uniforms to be laundered by the employee. Drivers must show proof of need for a new uniform before it is replaced. Old uniforms must be turned in when replacements are issued. Employees must turn in uniforms when they terminate employment.

ARTICLE 26 - TRUCK OPERATIONS

Section 1. No driver will be required to take out any vehicle that is not mechanically sound or properly equipped to conform to applicable city, state, and federal regulations; likewise, employees are required to operate vehicles in a safe manner at all times; be legally licensed to drive and conform to applicable state and federal driving regulations. Failure to do so will result in disciplinary action.

ARTICLE 27 - JURY PAY

Section 1. The Employer will grant necessary time off with pay to drivers who serve on jury duty. Employees will be required to provide the Employer substantiation of their service in order to be paid.

ARTICLE 28 - PERSONAL HYGIENE, FOOD SAFETY AND SANITATION

Section 1. All drivers covered by this Agreement will comply with the Employers' Personal Hygiene, Food Safety and Sanitation policies as they currently exist or are changed after notification to the Union during the term of this Agreement.

The Employer and the Union understand and mutually agree that the procurement, production, and distribution of wholesome, high quality, non-contaminated milk products is mandatory to the success of the business and absolutely necessary for the job

AGREEMENT

LANG ICE COMPANY

and

TEAMSTERS LOCAL 781

March 1, 2014 through February 28, 2017

RECEIVED

AUG 31 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made and entered into by and between LANG ICE COMPANY (hereinafter referred to as the "Employer"), and MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS SERVICE, TIRE AND RENTAL, CHEMICAL & PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION LOCAL NO. 781, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS. (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of those classifications of employees covered by this Agreement.

ARTICLE 2 SAVINGS

It is understood and agreed that if any provision or section of this Agreement between the parties is in conflict with any provision of the Federal or State laws, such provisions or sections shall be and become inoperative and the provisions of such laws shall govern as if it were so provided herein.

In respect to any conflicting clause that is declared in conflict, the parties hereto agree to negotiate as a consequence of such illegality only the conflicting Article and/or Articles upon thirty (30) days' notice for a replacement clause. All other terms and conditions to continue in full force for the duration of this Agreement.

ARTICLE 3 UNION SHOP

The Employer shall notify the Union each month when employees are first hired.

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing, and those who are not members on the date on which this Agreement is signed shall, on the thirtieth (30th) day following the date on which this Agreement is signed become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. The term "members in good standing" shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership.

Section 2. Holiday Pay

In order to qualify for eight (8) hours straight-time pay for holidays not worked, an employee must work the regular work day before and following the holiday unless the Employer agrees to give an employee the extra time off.

All work performed on the above holidays shall be paid at time and one-half the regular hourly rate of pay, in addition to the eight (8) hours holiday pay.

ARTICLE 12 RULES AND REGULATIONS

Rules and regulations shall be formulated by the Employer.

ARTICLE 13 PENSION

Effective March 1, 2014, The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty Three Dollars and Sixty Cents (\$143.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more (Sec Appendix B). Such payments shall be made to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND in accordance with the trust instruments establishing said Pension Fund. The Employer ratifies and confirms the appointment of the Employer trustees, who shall, together with their successor trustees designated in the manner provided in said trust instruments, and jointly with an equal number of trustees appointed by the Labor Organizations, carry out the terms and conditions of the trust instruments.

Effective March 1, 2015, Employer's contribution rate shall increase to One Hundred Forty Nine Dollars and Thirty Cents (\$149.30).

Effective March 1, 2016, Employer's contribution rate shall increase to One Hundred Fifty Five Dollars and Thirty Cents (\$155.30).

If an employee is absent because of illness or off-the-job injury and notifies the company of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employees may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some

other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract, shall not be covered by the provisions of this paragraph. No pension contribution is due for any week in which a laid off employee performs no work for the company.

ARTICLE 14 JURY DUTY

Employees with six (6) months of continuous service who require time off from actual work to attend as jurors, during straight time working hours shall be compensated for the difference between such employees' total jury compensation and their straight-time hourly rates of pay for such straight-time working hours attended by them as jurors, not to exceed, however, eighty (80) hours straight-time within any consecutive thirty-six (36) months period following the commencement of such jury attendance. When an employee is excused from so attending, during said period or any portion thereof, he must thereupon return to work.

ARTICLE 15 BONUS

All employees who work 1400 or more hours in a calendar year will be paid a bonus amount equal to forty (40) times their straight time hourly rate on December 20 of that calendar year. It is understood and agreed that employees may not request an advance of any portion of such bonus prior to December 20.

ARTICLE 16 CHECK OFF OF UNION DUES

It is understood and agreed between the Employer and the Union that the Employer will deduct unpaid Union dues and initiation fees owed the Union (provided such indebtedness for dues and initiation fees was incurred during employment with the Employer) as well as current monthly Union dues and initiation fees, from the paycheck of all employees who have signed proper legal authorizations for such deductions and who are covered by this Agreement, on the second (2) payday of the month preceding the current month for which current Union dues and initiation fees are due the Union.

The Employer further agrees to remit to the Secretary-Treasurer of the Union, immediately after the check-off payday, all Union dues and initiation fees so deducted from the paychecks of employees covered by this Agreement. The Secretary-Treasurer will promptly issue a receipt to the Employer for all such dues and initiation fees so received by him.

ARTICLE 17 VACATIONS

A non-seasonal employee who has been employed less than one year as of any January 1, shall receive vacation on that January 1 of one-half day vacation for each full month worked in the preceding year, provided the employee has worked at least 1400 hours during the preceding year (it being understood that vacation days taken during the preceding year shall be counted toward the 1400 hours).



TEAMSTERS LOCAL 727

AGREEMENT

M. LANGE, INC

RECEIVED

MAY 23 2011

**CONTRACT
DEPARTMENT**

September 1, 2010 - August 31, 2013

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between M. LANGE, INC., hereinafter referred to as the "COMPANY", and the AUTO LIVERY CHAUFFEURS, EMBALMERS, FUNERAL DIRECTORS, APPRENTICES, AMBULANCE DRIVERS AND HELPERS, TAXICAB DRIVERS, MISCELLANEOUS GARAGE EMPLOYEES, CAR WASHERS, POLISHERS AND WASHRACK ATTENDANTS, MOTION PICTURE, THEATRICAL, EXPOSITION, CONVENTION AND TRADE SHOW EMPLOYEES, PHARMACISTS, BUS DRIVERS, PARKING LOT ATTENDANTS AND HIKERS, HOTEL INDUSTRY AND RACETRACK INDUSTRY EMPLOYEES UNION LOCAL NO. 727, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION".

ARTICLE 1 - RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining for all of its full-time and regular part-time employees. For unloading, loading, delivery and installation of physical bank related equipment, including but not limited to, ATM machines, bullet resistant window assemblies, transaction drawers, night depositories, safes and safe deposit boxes up to 3,500 pounds except where special needs arise including hoisting, cranes, gantries, etc. With the exception of under counter lock work, drive up systems or alarm and video systems, excluding temporary, casual or irregular employees, clerical employees, guards and supervisors as defined in the National Labor Relations Act. Although bargaining unit employees may be used on crews performing such work to the extent that they are capable of performing the work.

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

5) In the event that an employee works a total of sixty (60) hours in any one (1) month, the Company shall contribute and report at least eighty-five (85) hours of contributions to the Fund. The Company shall pay the actual hours worked for any employee who works less than sixty (60) hours or more than eighty-five (85) hours. The total hours of work shall include any hours of paid vacation and paid holidays. The contribution rate will be \$7.00 per hour worked per Plan participant through December 31, 2010. Thereafter, the Company may contribute such amount as determined by the current rate set forth in the Union's Trade Show Referral Employees Collective Bargaining Agreement, or the Company may notify the Union that it will not agree to the increased contribution, whereupon the Company may notify the Union of its desire to negotiate over the contribution level. In the event the parties cannot agree on a new level of contribution, the Company may upon 30 days' written notice to the Union, terminate this Agreement.

ARTICLE 10 - PENSION PLAN

(a) The Company agrees during the term of this Agreement to contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund"), and to be bound by the applicable Trust documents and the Rules and Regulations of the Pension Fund, all on behalf of each regular employee covered by the plan, who has been employed for thirty (30) days as follows:

Effective September 1, 2010 - \$ 115.00 per week
Effective September 1, 2011 - \$ 124.80 per week
Effective September 1, 2012 - \$132.30 per week

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

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

ARTICLE 11 - GRIEVANCES

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

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

(c) Time limits may be extended only by mutual agreement of the parties to a specific date and signed by both parties.

AGREEMENT

Between

LA PORTE TRANSIT COMPANY, INC.

and

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 135 affiliated
with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS

FOR THE PERIOD
SEPTEMBER 29, 2014 THROUGH SEPTEMBER 24, 2017

RECEIVED

APR 21 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT becoming effective September 29, 2014, by and between LA PORTE TRANSIT COMPANY, INC. (hereinafter referred to as the "Company"), and CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 135, of Indianapolis, Indiana, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors (hereinafter referred to as the "Union");

WITNESSETH THAT:

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

It is agreed by and between the parties hereto as follows, that this Agreement applies to all work normally performed by employees in this bargaining unit at the rate of pay established in Appendix A.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or portion thereof, or rights only are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof, including rights only. Such notice shall be in writing with a copy to the Local Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

On the sale, transfer or lease of an individual run or runs, or rights only, or such rights are taken over by assignment, receivership or bankruptcy proceedings, the specific provisions of this Agreement shall prevail. It is understood by this Section that the Employer shall not sell, lease or transfer such run or runs or rights to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. Corporate reorganizations by the Employer during the term of this Agreement shall not relieve the employer of the obligations of this Agreement during its term.

ARTICLE I - UNION RECOGNITION

Section 1. The Company recognizes the Union as the exclusive representative and collective bargaining agent for all truck drivers and dock employees employed by LaPorte Transit Company, Inc.

Section 2. The Company will neither negotiate nor make any agreements for any of its employees in the bargaining unit covered hereby unless it be through the duly authorized representative.

Section 6. If any holiday falls within the fifteen (15) day period following an employee's lay off due to lack of work, and such employee is also recalled to work during the same fifteen (15) day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours for an 8 hour bid and ten (10) hours for a 10 hour bid, at the straight time hourly rate specified in the Agreement. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned fifteen (15) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

Section 7. The ninth (9th) and tenth (10th) holidays of those employees who elect to take them shall be granted with due regard to the desire, seniority, and preferences of the employees, consistent with the efficient operation of the Employer's business, provided the Employer is notified at least seventy-two (72) hours prior to the employee taking the extra holiday.

Under the terms of this Agreement the employee is given his individual voluntary option as to how many Holidays he wishes. His hourly rate of pay is directly related to the option the employee chooses and such resultant rate of pay is reflected in Amendment A.

ARTICLE XII - PENSION PLAN

The Employer shall contribute to the Central States Pension Fund for each regular employee after they have been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status, the following rates of contributions:

Effective 9/28/2014 \$274.00 per week

Effective 9/27/2015 \$290.40 per week

Effective 9/25/2016 \$302.00 per week

The employer authorizes the Employer's Associations who are parties to appropriate collective bargaining agreements with the Union to enter into appropriate trust agreements necessary for the administration of such Fund, and designates the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

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

Contributions shall be made for any regular employee on lay-off who is worked one (1) day in any week for any reason.

If any regular employee on the seniority list is worked a day in any work week either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that work week. The

Employer further agrees that the Union and/or the Pension Fund may enforce terms of this section by appropriate legal action.

ARTICLE XIII - INSURANCE

Section 1. The Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund for each regular employee after they have been on the Employer's payroll for thirty (30) calendar days the following rates of contributions for the C6 Plan:

<u>Effective</u>	<u>Employer Weekly Contribution</u>
<u>9/28/2014</u>	<u>\$347.70</u>
<u>9/23/2012</u>	<u>\$367.70</u>
<u>9/29/2013</u>	<u>not to exceed \$404.50</u>

In the event the above contributions are not necessary to maintain C6 coverage and contributions are less than predicted, as dictated by the "Fund", the difference will be added to each employees' regular weekly earnings.

An employee is responsible for contributions to the plan when he is on disciplinary lay-off.

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

If any regular employee on the seniority list is worked a day in any work week either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that work week.

Contributions shall be made for any regular employee on lay-off who is worked one (1) day in any week for any reason.

Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other health and welfare fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

ARTICLE XIV - FUNERAL LEAVE

Section 1. In the event of a death in the family (mother, father, wife, husband, brother, sister, son, or daughter), a regular employee shall be entitled to a maximum of three (3) scheduled work days off with pay to attend the funeral. Step relation, as past practiced, will count in the provision of the aforementioned.

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

LOCAL UNION No. 247

AGREEMENT

WITH

LARAMIE, INC.

DECEMBER 1, 2008 - NOVEMBER 30 2015

RECEIVED

SEP 23 2013

**CONTRACT
DEPARTMENT**

RECEIVED

SEP 23 2013

A G R E E M E N T

**CONTRACT
DEPARTMENT**

THIS AGREEMENT, made and entered into this 1st day of December, 2008 A.D., by and between LARAMIE, INC. located at 14800 Castleton, Detroit, MI 48227 being a Michigan heavy hauling specialized carrier for local and over-the-road, party of the first part and hereinafter termed the Employer, and LOCAL UNION No. 247, affiliated with the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, MI 48216, party of the second part, hereinafter called the Union.

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

This Agreement shall cover the Employer for over-the road and local cartage operations for the period of December 1, 2008 through November 30, 2015 and covering operations in, between and over all of the states, territories and possessions of the United States, and operations into and out of all contiguous territory.

**ARTICLE 1
RECOGNITION, UNION SHOP AND DUES**

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

The terms of this Agreement shall apply to all employees in the classifications of work set forth herein, and shall cover all accretions to or relocations of bargaining unit operations within the Union's jurisdiction.

SECTION 2. All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing, as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the effective date of this Agreement or the date of the execution of this Agreement, whichever is the latter. During the probation period the employee shall not incur any fringe benefits as set forth in this Agreement.

SECTION 3. When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but Laramie shall not

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

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

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of its contribution to the MCTWF in accordance with the rules, the Union shall give seventy-two (72) hours' notice to the Employer of such delinquency in the health and welfare payments. The Union shall have the right to take such action as it deems necessary until such delinquent payments are made.

It is agreed that the MCTWF will be administered by the Union and the Employer in compliance with all applicable laws and regulations both state and federal.

By execution of this Agreement, the Employer and the Union shall enter into appropriate trust agreements necessary for the administration of such funds within the scope of their authority. The Employer does not waive notice of nor ratify actions taken by the trustees by entering into this Agreement.

**ARTICLE 18
PENSION**

The Employer agrees to continue paying into the Central States Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement who is on the regular seniority list unless otherwise specified, a contribution of:

<u>Weekly Contribution Amount:</u>	<u>Effective Date:</u>
\$190.00	12/1/08
\$197.60	5/31/09
\$205.50	5/30/10
\$213.72	5/29/11
\$222.27	5/27/12
\$231.16	5/26/13
\$240.41	5/27/14
\$250.03	5/27/15

Said amount to remain payable for life of agreement.

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

Contributions to the CSPF will be made each week on each regular active seniority employee who works one (1) day per week, provided they are available the balance of the week. Proven bonafide illness will be the exception. Paid holidays are not considered as days worked.

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

Employees who work either temporarily, casual, or in cases of emergency, or absenteeism replacements, under the terms of this Agreement shall not be covered by the provisions of this Article.

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

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

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period of payment of its contribution to the CSPF in accordance with the rules, the Union shall give seventy-two (72) hours' notice to the Employer of such delinquency in the pension payments. The Union shall have the right to take such action as it deems necessary until such delinquent payments are made.

It is agreed that the pension fund will be administered by the Union and Employer in compliance with all applicable laws and regulations both state and federal.

By execution of this Agreement, the Employer and the Union shall enter into appropriate trust agreements necessary for the administration of such funds within the scope of their authority. The Employer does not waive notice of nor ratify actions taken by the trustees by entering into this Agreement.

AGREEMENT

between

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 135

and

LARSON-DANIELSON CONSTRUCTION CO.

(BUILDING CONSTRUCTION FIRM)

RECEIVED

MARCH 1, 2012 – MAY 31, 2015

APR 20 2012

**CONTRACT
DEPARTMENT**

BUILDING CONSTRUCTION AGREEMENT

THIS AGREEMENT, Made and entered into between Building Construction Firms, herein after referred to as "Employer" and Chauffeurs, Teamsters, Warehousemen and Helpers, Local Union No. 135, hereinafter referred to as the "Union", WITNESSETH:

ARTICLE 1 RECOGNITION

Section 1.01. The Employer recognizes and acknowledges that the Union shall be the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

Section 1.02. A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

Section 1.03. There shall be no discrimination on the part of the Employer towards employees because of their membership or non-membership in the Union nor in respect to race, color, creed, sex, age or national origin.

Section 1.04. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement, shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement whichever is the later; that effective from and after the thirty-first (31st) day following the execution date of this Agreement, the continued employment by the Company in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall oblige the Company, upon written notice from the Union to such effect, and to the further effect that Union membership was available to such person on the same

Section 14.02. If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. Contributions to the Health and Welfare Fund must be made for each week on each regular employee even though such employee may work only part time under the provisions of this contract., including weeks where work is performed for the Employer but not under the provisions of this Contract and although contributions may be made for these weeks into some other Health and Welfare Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 14.03. It is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Health and Welfare Plan or Pension Fund or Funds created under this contract in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE XV
PENSION

Section 15.01. The Employer shall contribute to the Central States Pension Fund for each regular employee covered by this agreement the following rates of contributions:

Effective	March 1, 2012	\$207.10 per week
Effective	June 1, 2012	increase to \$217.50 per week
Effective	June 1, 2013	increase to \$226.20 per week
Effective	June 1, 2014	increase to \$235.20 per week

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

Section 15.02. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts, to which Employers who are party to this contract are also parties.

Section 15.03. By the execution of this Agreement, the Employer authorizes the Employers' Associations, which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 15.04. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE XVI
MINIMUMS

Section 16.01. All wages, as set forth in this Agreement, shall be considered as other than minimum wages and in no case shall a maximum wage scale be set up for any class of employee. In no event shall any wage now being paid in excess of the minimum outlined in this Agreement be reduced. Any condition of employment better than any in this Agreement shall be retained.

ARTICLE XVII
WAGES

Section 17.01. All wages of classifications for regular men on the payroll of the Employer shall be as follows:

	<u>WAGES PER HOUR</u>			
<u>Drivers Classifications</u>	<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
Drivers on Single Axle Trucks	\$29.40	\$29.40	\$30.00	\$30.60
Drivers on Tandem Trucks	\$29.40	\$29.40	\$30.00	\$30.60
Drivers on Tri-Axles	\$29.40	\$29.40	\$30.00	\$30.60
Drivers on Semi Trucks	\$29.40	\$29.40	\$30.00	\$30.60
Drivers on Low Boys	\$29.40	\$29.40	\$30.00	\$30.60
Quad Axle Trucks	\$29.40	\$29.40	\$30.00	\$30.60
Drivers on equipment when not self-loaded or pusher loaded, such as Koehring or similar	\$29.40	\$29.40	\$30.00	\$30.60

*Central
States*



AGREEMENT BETWEEN

LASCO FOODS, INC.

AND

TEAMSTER'S LOCAL UNION NO. 688

MARCH 10, 2010 THROUGH

MARCH 9, 2014

RECEIVED

APR 25 2011

CONTRACT
DEPARTMENT

This AGREEMENT dated as of the 10th of March, 2010, by and between Lasco Foods, Inc., or its successor, located in St. Louis, Missouri, hereinafter called the "EMPLOYER", party of the First Part, and the TEAMSTERS LOCAL UNION NO. 688, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, or its successors, party of the Second Part, hereinafter called the "UNION", is for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

ARTICLE 1 RECOGNITION

Section 1. The employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors, as the exclusive Bargaining Agency for all of the employees of the Employer located at 4553 Gustine Avenue, St. Louis, Missouri 63116 except LAB TECH, OFFICE CLERICAL, GUARDS, WATCHMEN, AND SUPERVISORY PERSONNEL as defined in the National Labor Relations Act.

Section 2. The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its employees in the Bargaining-Unit covered hereby unless it is through duly authorized representatives of the Union.

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

ARTICLE 2 REPRESENTATION

The Union shall be represented by a Shop Committee of employees to consist of a Shop Steward on the basis of one (1) Steward for each twenty-five (25) employees of major part thereof. The Shop Committee shall be selected in any manner determined by the Union. There shall be at least one (1) Steward for each shift. The names of the committee shall be certified in writing by the Union the Committee shall meet with management as often as necessary to consider grievances.

ARTICLE 3 STEWARDS

The Employer recognizes the right of the Local Union to designate stewards and alternates from the Employer's seniority list. The authority of stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with the Employer or designated company representative in accordance with the provisions of the Collective Bargaining Agreement;

Section 7. Vacation pay shall be figured at the employee's regular straight time hourly rate times forty (40).

Section 8. Whenever a holiday falls within an employee's vacation period such employee shall be granted an additional day of vacation.

Section 9. Any employee covered by the Agreement, with more than one (1) year's seniority, leaving the Service of the Employer shall receive all accumulated vacation benefits calculated from January 1st.

Section 10. No employee will be required to work weekend overtime while on vacation either full week or split day vacation either Friday or Monday.

ARTICLE 32 LIFE INSURANCE

The Employer shall provide a \$25,000.00 Term Life Insurance Policy to each regular full-time employee that has been placed on the regular seniority list.

ARTICLE 33 PENSIONS

Effective the first payroll week beginning after March 10, 2010 the Employer will continue to contribute seventy four dollars and fifty cents (\$74.50) per week for each employee.

Effective the first payroll week beginning after March 10, 2011 the Employer will continue to contribute eighty dollars and fifty cents (\$80.50) per week for each employee.

Effective the first payroll week beginning after March 10, 2012 the Employer will continue to contribute eighty six dollars and ninety cents (\$86.90) per week for each employee.

Effective the first payroll week beginning after March 10, 2013 the Employer will continue to contribute ninety three dollars and ninety cents (\$93.90) per week for each employee.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. The Union and the Employer agree to be bound by, and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustee of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreements and rules adopted. Their signature to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as thought they and each of them had indicated their assent of and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer Trustee appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have

been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts a Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Employer agrees that t will execute sad attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall make the required contributions for a period of two (2) weeks. If the employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than two (2) months.

ARTICLE 34 MEDICARE

Effective March 10, 2010 the Employer shall continue to pay for and on behalf of each regular employee of the Employer who is subject to the terms and conditions of this Agreement twenty one dollars and fifty cents (\$21.50) per week. The contribution rate may be increased up to one dollar (\$1.00) per week per contract year on January 1st of any year.

The payments shall be made by the Employer to the Trustees of the Trust under a certain indenture created for the purpose of providing medical benefits and care and/or life insurance for the employees and their spouses (as therein defined) subsequent of said employees retirement, and the form and provisions of which Trust are expressly agreed and approved by the Employer as though incorporated herein by reference and fully set out, and the Employer further agrees that the execution of this Agreement shall be regard as execution of said Trust Indenture as attached hereto; however, that the Employer agrees to execute any other documents as may be necessary to carry out the intents and purposes of this provision.

Payments shall be made by the Employer monthly.

ARTICLE 35 LABOR HEALTH NETWORK CLAUSE "PLAN B"

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

Effective 1/1/2011	\$1,055.00 per member per month
Effective 7/1/2011	\$1,149.00 per member per month
Effective 7/1/2012	\$1,213.00 per member per month
Effective 7/1/2013	\$1,295.00 per member per month

Section 2. Employee+One The Employer will pay monthly to the LHN for each employee of the Employer within the Collective Bargaining Unit covered by this Agreement

PARTS UNIT

ORIGINAL

AGREEMENT

BETWEEN

LAURA BUICK GMC
AUTOMOBILE DEALERS

AND

TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES,
LOCAL UNION NO. 50

Effective September 1, 2010 to August 31, 2013

RECEIVED

OCT 11 2011

CONTRACTS
DEPARTMENT

ST. CLAIR-MADISON COUNTIES
AUTOMOBILE DEALERS AGREEMENT
(September 1, 2010 to August 31, 2013)

AGREEMENT

It is hereby agreed by and between the TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 1609 North Illinois Street, Belleville, Illinois, hereinafter referred to as the "Union" and St. Clair Madison Counties Automobile Dealers, hereinafter referred to as the "Employer", that the following schedule set forth shall be accepted as the working conditions between the employees and the Company, or Employer, who are parties hereto.

Nothing herein shall be construed to be in violation of any Federal law or any rule or regulation made pursuant thereto.

IT IS FURTHER AGREED that this Agreement shall become effective as of September 1, 2010.

ARTICLE 1- RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all Working Parts Department Managers, Parts Department Countermen, Parts Stockmen and grandfathered Utility Class B&C&D&E employees, and excluding all other employees.

Section 2. The employees represented by the Union and covered by this Agreement are sometimes hereinafter referred to as the "Employees" or individually as the "Employee".

Section 3. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the economic relationship and establish and maintain the highest degree of efficiency in productivity.

ARTICLE 2 - JOB SECURITY

Section 1. In order to provide covered employees with the maximum job security, it is hereby agreed as follows:

The Employer shall not permit any of its employees who are not in the bargaining units covered by this Agreement to do any of the work which is done by employees within the bargaining units. However, this subsection shall not be construed to bar the owner or any general manager in charge of operation of the Employer's business from doing such work. It is further agreed that supervisory Parts Managers may perform parts work in order to fill in for an employee absent due to vacation, illness or injury.

- (a) The Employer shall not engage any outside persons, firms, or corporations to do, on the Employer's premises, any of the work or types of work done by the employees covered by this Agreement.

Effective September 1, 2010 - \$25.00 per week per employee covered by this Agreement.
Effective September 1, 2011 - \$28.00 per week per employee covered by this Agreement.
Effective September 1, 2012 - \$32.00 per week per employee covered by this Agreement.

Section 3. In the event an employee is injured or becomes sick, the Employer shall continue to pay the monthly contributions until employee's recovery from said accident or sickness provided, however, such payments shall not exceed three (3) months in number.

ARTICLE 12 - WELFARE AND PENSION DELINQUENCY CLAUSE

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contributions to any medical, health and welfare, or pension fund created under this contract in accordance with the rules and regulations of the Trustees of such funds, the employees or their representatives, after the proper official of the Local Union shall have given 72 hours notice in writing to the Employer of such delinquency in medical, health and welfare and pension payments, shall have the right to take such action as they deem necessary, including strike action, until such delinquency payments are made. It is further agreed that in the event such action is taken, it shall not constitute a violation of this Agreement.

The Employer shall be responsible to the employees for losses resulting therefrom. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 13 - PENSION PLAN

Section 1. It is further agreed that the Employer will pay into the Central States, Southeast and Southwest Areas Pension Plan on each employee in their employment, and on their payroll for a period of at least 30 days, as set out below.

Effective December 1, 2010 - \$119.30 per week per employee covered by this Agreement.
Effective December 1, 2011 - \$126.50 per week per employee covered by this Agreement.
Effective December 1, 2012 - \$132.80 per week per employee covered by this Agreement.

Section 2. The week for each month shall be computed by the number of Saturday's in each month.

ARTICLE 14 - HOLIDAYS

Section 1. It is further agreed that the following holidays, namely New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, and employee's birthday shall be considered as days off with pay for all members of the bargaining units.

The employee's birthday shall be celebrated the Friday before or the Monday following his birthday date. The employee agrees that he will give two (2) weeks notice to the Employer as to when his birthday will be celebrated.

QUALITY BRANDS OMAHA

Omaha, Nebraska

This Agreement, is made by and between Quality Brands of Omaha, a Nebraska Corporation, with its principal place of business in Omaha, Nebraska, and Quality Sales and Service, a Nebraska corporation, hereinafter collectively referred to as "Company" or "Employer" and General Drivers and Helpers Union, Local No. 554, of Omaha, Nebraska, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union."

WITNESSETH:

That in consideration of the covenants hereinafter contained by and on the part of each of the parties hereto, IT IS MUTUALLY AGREED as follows:

ARTICLE 1

UNION REPRESENTATION

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

Section 2. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of Local 554.

for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to cover the employee until such employee returns to work. However, such coverage shall not be provided for more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay for the required contributions into the Health and Welfare Fund during the period of absence. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

ARTICLE 29

PENSION PLAN

Effective February 1, 2008, the employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, Schedule B, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, the following amounts each week:

Effective 2/1/11	\$136.00
Effective 2/1/12	\$146.90
Effective 2/1/13	\$155.70

By execution of this agreement, the employer authorizes the appropriate trust agreements necessary for the administration of such fund, and to designate the employer trustees under such agreement, hereby waiving all notice thereof and ratifying within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notified the Employer of such absence, the Employer shall continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective sufficient monies to pay the required contributions into the Pension Fund during the period of absence. Contributions to the Pension Fund must be made for each week on each regular employee who is covered by this Agreement.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

ARTICLE 30

SICK LEAVE

All employees shall be entitled to sick leave after they have been regularly employed by the Company for one (1) year. After one (1) year they shall be entitled to two (2) days of sick leave with pay. Sick leave is not accumulative. A maximum of two (2) days may be taken in twelve (12) months.

Sick pay for each allowed day for driver salesmen shall be equal to one-fifth (1/5) of the driver's weekly guarantee. Sick pay for each allowed day for

ARTICLE 32

TERMINATION CLAUSE

The terms of this contract shall be in full force and effect from February 1, 2011 through January 31, 2014 and it shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, change or modify the contract is served by either party upon the other party sixty (60) days prior to the expiration date, or sixty (60) days prior to the expiration date of any subsequent contract year.

Notwithstanding the operation of any other provision of this contract to the contrary, either party, upon delivery of a written Notice of Intent to Re-open after November 1, 2011 and on or before December 1, 2011, or after November 1, 2012 and on or before December 1, 2012, may re-open negotiations on any one or more of the following subjects: Rates of Pay (Article 27), Health and Welfare Benefits (Article 28), and Pension (Article 29). In the event that a Notice to Re-open is delivered, and without regard to the scope of the Notice to Re-open, the Company and the Union agree to meet and negotiate with regard to all and each of these subjects. The parties will not be required to negotiate with regard to any other subjects. If this contract is reopened in accordance with the provisions of this Section and the Company and the Union have not reached agreement within sixty (60) days from the date of the Company's written notice, this contract and any supplements thereto shall be temporarily suspended and the Company and the Union shall have the same rights and obligations as they would have

possessed had this contract expired on the date sixty (60) days from the date of said Notice to Reopen. At such time as the Company and Union may subsequently execute a written agreement concerning the aforementioned subjects of negotiation, all other terms and conditions of this contract shall automatically become effective as of the date and time such written agreement is executed and shall remain in full force and effect through January 31, 2014, pursuant to Article 32. Notwithstanding the operation of any other provision of this contract to the contrary, in the event the Company, in its sole discretion, decides to implement alternate methods of distribution, delivery or sale of its product, including but not limited to pre-sell, bulk, or hybrid distribution operations, which said implementation may result in new job classifications, changes in existing job classifications, or job duties or consolidation of existing job classifications, then upon notice of said decision the Company and the Union agree to meet and negotiate wages, hours and working conditions affecting the employees of the new or revised classifications. This contract will be reopened for such purposes only if the Company actually delivers to the Union a written Notice of Intent to Reopen and a written proposal. If this contract is reopened in accordance with the provisions of this Section and the Company and the Union have not reached agreement within sixty (60) days from the date of the Company's written notice, this contract and any supplements thereto shall be temporarily suspended and the Company and the Union shall have the same rights and obligations as they would have possessed had this contract expired on the date sixty (60) days

from the date of said Notice to Reopen. At such time as the Company and Union may subsequently execute a written agreement concerning the aforementioned subjects of negotiation, all other terms and conditions of this contract shall automatically become effective as of the date and time such written agreement is executed and shall remain in full force and effect through January 31, 2014, pursuant to Article 32.

Notwithstanding the operation of any other provision of this contract to the contrary, after January 31, 2006, the Company, at its sole direction, may re-open Article 28 of the contract for the sole purpose of negotiating a change in the terms and conditions of Article 28, Health and Welfare Benefits, by serving written notice of intent to re-open upon the Union. If the Company and the Union have not reached agreement within sixty (60) days from the date of the written notice, this contract and any supplements thereto shall be terminated and the Company and the Union shall have the same rights and obligations as they would have possessed had this contract expired on the date sixty (60) days from the date of said notice to re-open.

Notwithstanding the operation of any other provision of this contract to the contrary, in the event that the Central States Southeast and Southwest Areas Pension Fund (the Fund) Trustees issue a surcharge as part of a Rehabilitation Plan or Funding Improvement Plan, or an excise tax is levied by the Internal Revenue Service, or the cost to the Company to provide a pension benefit to its employees under the Fund increases in any way or for any cause whatsoever above the costs set forth in Article 29, whether by action of the fund or any governmental entity,

whether required by law or otherwise, then the Company shall have the right to re-open this contract, and upon notice of said decision the Company and the Union agree to meet and negotiate wages, withdrawal from the Plan and any replacement retirement benefit plan for its employees. This contract will be reopened for such purposes only if the Company actually delivers to the Union a written Notice of Intent to Re-open and a written proposal. If this contract is reopened in accordance with the provisions of this Section and the Company and the Union have not reached agreement within sixty (60) days from the date of the Company's written notice, this contract and any supplements thereto shall be terminated and the Company and the Union shall have the same rights and obligations as they would have possessed had this contract expired on the date sixty (60) days from the date of said notice to re-open.

IN WITNESS- WHEREOF, the parties hereto have hereunto placed their hands on this 1st ^{April,} day of, 2011.

QUALITY BRANDS OF OMAHA

By: [Signature]

Title: CEO / PRESIDENT

GENERAL DRIVERS & HELPERS
UNION, Local Union No. 554,
Affiliated
With the International Brotherhood
of Teamsters

By: [Signature]

Title: Vice President

RECEIVED

MAY 06 2011

CONTRACT
DEPARTMENT

MECHANICS LABOR AGREEMENT

Between

LEICHT TRANSFER & STORAGE CO.

and

GENERAL TEAMSTERS LOCAL NO. 662

January 1, 2011 through December 30, 2014

RECEIVED

DEC 10 2012

CONTRACT
DEPARTMENT

SHOP EMPLOYEE AGREEMENT

LEICHT TRANSFER & STORAGE CO. located at 1401-55 State Street, Green Bay, WI, hereinafter referred to as the "Employer" and Drivers, Warehouse and Dairy Employees Union, General Teamsters Local No. 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to be bound by the following terms and conditions covering wages and working conditions.

ARTICLE 1. RECOGNITION - UNION SHOP

The Employer hereby recognizes the Union as the exclusive bargaining agent with respect to wages, hours and other conditions of employment for its shop employees assigned to and working at its facility.

The Employer agrees that any and all employees within the classification of work as herein provided shall be members of the Union within its jurisdiction, as a condition of continued employment. Any person newly employed shall be so employed on a trial basis for the first ninety (90) days that he works, subject to the terms of Article 11. However, thirty (30) days after his date of employment, he shall make application to and become a member of the union or be dismissed from further employment by the Employer upon receipt of written notification from the Union.

ARTICLE 2. STEWARD

The Employer recognizes the right of the Union to designate stewards and alternates from the Employer's seniority list. The Union shall provide the Employer, in writing, the names of the designated stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a) have been reduced to writing, or

Prior to selecting the arbitrator, either party may elect to strike one (1) panel with the party so electing to pay the cost of a second panel. The party requesting arbitration shall strike the first (1st) name from the panel, and the parties shall then make alternate strikes until the arbitrator is selected. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee(s) involved and shall be in writing.

The arbitrator shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement.

The expense of the arbitrator shall be divided equally between the parties.

ARTICLE 23. PENSION

The Employer shall continue to contribute the following sum per week for Class 18 benefits to the Central States SE and SW Area Pension Fund for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

12/31/10	\$179.30
12/31/11	\$193.60
12/31/12	\$209.10
12/31/13	\$225.80

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

Contributions to the Pension Fund must be made for each week on each regular employee who works or is on vacation, even though such employee may work only part time under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency (casual/seasonal) under the terms of this contract shall not be covered by the provisions of this paragraph. If, however, such "casual" or "seasonal" employee works 1,000 or more hours in a twelve (12) month period, he will be considered a "regular" employee for purposes of participation in the Central States, Southeast and Southwest Areas Pension Fund and all hours worked by such "casual" or "seasonal" employee thereafter (for the remainder of that year and all subsequent years) will require contributions to the Central States, Southeast and

Southwest Areas Pension Fund in the same manner and amount as required by this Agreement for "regular" employees.

If for any reason the Central States Pension requirements for the company to pay are increased during the term of this agreement, then the increases will be offset by a reduction in wages equal to 50% of the increase.

ARTICLE 24. HEALTH AND WELFARE

Effective December 31, 2010, the Employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund the sum of \$273.70 per week for each regular employee covered by this Agreement who has been on the payroll for ninety (90) days or more in order to provide the Health and Welfare Funds' Plan C6 benefits to the employees. Effective January 1, 2012, and each January 1 thereafter during the term of the Agreement, the Employer shall contribute as follows:

<u>Effective</u>	<u>Composite Rate</u>
1/1/2011	\$273.70
1/1/2012	\$281.70
1/1/2013	\$304.20*
1/1/2014	\$328.50*

*Not to exceed

The employee shall reimburse the Employer, through weekly payroll deduction, the following toward the cost of coverage:

Upon Ratification	\$50.00
Effective 1/1/2013	\$55.00
Effective 1/1/2014	\$57.50

The Employer agrees to bear the responsibility for the full contribution regardless of whether the Employer can collect copays from employees.

The Employer shall maintain an IRS Section 125 Plan so that the portion of the employee's wages is withheld and set aside to be reimbursed to the Employer on account of the Health and Welfare Fund contribution so made by the Employer prior to income and FICA tax withholding.

PUBLIC WAREHOUSE EMPLOYEE LABOR AGREEMENT

Between

LEICHT TRANSFER & STORAGE CO.

and

GENERAL TEAMSTERS LOCAL NO. 662

January 1, 2011

Through

December 30, 2014

RECEIVED

SEP 17 2012

**CONTRACT
DEPARTMENT**

PUBLIC WAREHOUSE EMPLOYEE AGREEMENT

LEICHT TRANSFER & STORAGE CO. located at 1401-55 State Street, Green Bay, WI, hereinafter referred to as the "Employer" and General Teamsters Local No. 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to be bound by the following terms and conditions covering wages, and working conditions.

ARTICLE 1. RECOGNITION – UNION SHOP

The Employer recognizes the Union as the exclusive bargaining agent with respect to wages, hours and other conditions of employment for employees assigned to and working at its facilities located at the following locations or replacement facilities within the Green Bay Metro area (i.e. – Green Bay, DePere, Ashwaubenon, Bellevue, Denmark, Howard and Suamico) for handling work, where handling work is performed by its employees. Warehouses – 10, 21, 22, 25, 27, 31, 32, 33, 41, 42, 43, 44, 53, 54, 71, 72, 85, 97 and 98. In the event that a customer moves its business outside of the Green Bay Metro area, management is not prohibited from bidding the work through any entity created by management.

In addition to the language of the Labor Agreement, management agrees that no work normally performed by the existing unit at its listed or replacement facilities will be performed at those facilities by RGL Holdings, Inc., RGL Specialty LLC, or Checker Logistics, Inc. or any other entity created by management.

The Employer agrees that any and all employees within the classification of work as herein provided shall be members of the Union within its jurisdiction, as a condition of continued employment. Any person newly employed shall be so employed subject to the terms of Article 11. However, thirty (30) days after his date of employment, he shall make application to and become a member of the Union or be dismissed from further employment by the Employer upon receipt of written notification from the Union.

ARTICLE 2. STEWARD

The Employer recognizes the right of the Union to designate stewards and alternates from the Employer's seniority list. The Union shall provide the Employer, in writing, the names of the designated stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

Service (FMCS). Prior to selecting the arbitrator, either party may elect to strike one (1) panel with the party so electing to pay the cost of a second panel. The party requesting arbitration shall strike the first (1st) name from the panel, and the parties shall then make alternate strikes until the arbitrator is selected. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee(s) involved and shall be in writing.

The arbitrator shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement.

The expense of the arbitrator shall be divided equally between the parties.

ARTICLE 24. PENSION

The Employer shall continue to contribute the following sum per week for Class 18 benefits to the Central States SE and SW Areas Pension Fund for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more:

12/31/10:	\$179.30
12/31/11:	\$193.60
12/31/12:	\$209.10
12/31/13:	\$225.80

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

Contributions to the Pension Fund must be made for each week on each regular employee who works or is on vacation, even though such employee may work only part time under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency (casual/supplemental) under the terms of this contract shall not be covered by the provisions of this paragraph. If, however, such "casual" or "supplemental" employee works 1000 or more hours in a twelve (12) month period, he will be considered a "regular" employee for purposes of participation in the Central States, Southeast and Southwest Areas Pension Fund and all hours worked by such "casual/supplemental" employee thereafter (for the remainder of that year and all subsequent years) will require contributions to the Central States, Southeast and Southwest Areas Pension Fund in the same manner and amount as required by this Agreement for "regular" employees.

If for any reason the Central States Pension requirements for the company to pay are increased during the term of this agreement, then the increases will be offset by a reduction in wages equal to 50% of the increase.

ARTICLE 25. HEALTH AND WELFARE

Effective December 31, 2010 the Employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund the sum of \$273.70 per week for each regular employee covered by this Agreement who has been on the payroll for ninety (90) days or more in order to provide the Health and Welfare Fund's Plan C6 benefits to the employees. Effective December 31, 2011, the Employer shall contribute \$281.70 per week. This rate shall remain effective until employees are given the option of electing single or family coverage under Plan C6 which shall occur as soon as practical after ratification. Once this option has been provided, contributions shall be made on each employee who has been on the payroll for ninety (90) days or more based upon their coverage designation at the following rates:

<u>Effective</u>	<u>Single Coverage</u>	<u>Family Coverage</u>
Upon implementation	\$145.80	\$315.50
12/30/12	\$150.20*	\$325.00*
12/30/13	\$154.70*	\$334.70*

*Not to exceed

The employee shall reimburse the Employer, through weekly payroll deduction, the following toward the cost of coverage:

	<u>Single</u>	<u>Family</u>
Upon implementation	\$40.00	\$55.00
Effective 1/1/2013	\$42.50	\$60.00
Effective 1/1/2014	\$45.00	\$62.50

The Employer agrees to bear the responsibility for the full contribution regardless of whether the Employer can collect co-pays from employees.

The Employer shall maintain an IRS Section 125 Plan so that the portion of the employee's wages is withheld and set aside to be reimbursed to the Employer on account of the Health and Welfare Fund contribution so made by the Employer prior to income and FICA tax withholding.

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

Articles of Agreement

Geo. H. Leidenheimer Baking Co., Ltd.

And

General Truck Drivers, Chauffeurs,
Warehousemen and Helpers Local 270

May 1, 2012 – April 29, 2017

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**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

GEO. H. LEIDENHEIMER BAKING CO., LTD.

and

GENERAL TRUCK DRIVERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS LOCAL 270

This Agreement is made and entered into by and between GEO. H. LEIDENHEIMER BAKING CO., LTD., hereinafter referred to as the "Company" and GENERAL TRUCK DRIVERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL 270, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, INDEPENDENT, hereinafter referred to as the "Union."

ARTICLE I
RECOGNITION

(1) The Company during the life of this Agreement recognizes the Union as the exclusive representative of all employees whose classifications are listed in this Agreement, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE II
METHODS OF EMPLOYMENT

(2) The Union agrees to refer only qualified applicants to the Company. A reasonable time shall be allotted the Union to refer these applicants when requested. The reasonableness of time is to be predicated upon the emergency or requirement of the job to be performed.

(3) When the Company has requested the Union to refer an applicant and the Union is unable to do so within the time requested by the Company, the Company will then employ any such worker as may be available. In hiring, the provisions of Article VI shall be applicable.

(f) The Welfare Fund shall be administered by a joint board of administration, with equal representation by both Union and management; and be established for the purpose of providing health and welfare for all employees covered by the collective bargaining agreement.

(g) The parties will execute an Agreement and Declaration of Trust for the purposes hereinafter set forth.

(h) The Employer shall not be liable or responsible for providing any particular benefit or benefits to any employee or beneficiary. Upon payment by the Company to the Central States, Southeast and Southwest Areas Health and Welfare Fund of the weekly contributions called for hereinabove, the Company shall not be in any regards responsible for or liable for the proper use of or application of or investment of the said funds, or for the management or administration of said Health and Welfare Fund. The Union hereby agrees to indemnify and hold the Company hereunder harmless from any and all liability and cost of defense arising from any claims, demands, lawsuits, or liabilities whatsoever asserted by or which may be asserted by any party whatsoever, arising out of any alleged improper application or investment of the said funds paid hereunder or arising out of any alleged mismanagement or improper or illegal administration of the said Fund.

ARTICLE XXVII
PENSION PLAN

(43) (a) The Company will contribute to the Central States, Southeast and Southwest Areas Pension Fund a maximum per week per eligible participant as follows: \$71.70 per week during the first year of the Agreement; \$74.60 during the second year; \$77.60 during

the third year; \$80.70 during the fourth year; and, \$83.90 during the fifth year of the Agreement.

(b) In the event the cost of maintaining existing pension benefits should be in excess of maximum required Company contributions, the balance shall be paid by employees. Such costs to the employee shall be withheld by the Company from his wages and remitted together with Company contributions to the Fund.

(c) There shall be no other Pension Plan for bargaining unit employees under this Agreement.

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

(e) Employees who work either temporarily or in case of emergency under the terms of this Agreement shall not be covered by these provisions.

(f) The Pension Plan shall be administered by a joint board of administration, with equal representation by both Union and management; and be established for the purpose of providing pensions for all employees covered by the collective bargaining agreement.

(g) The parties will execute an Agreement and Declaration of Trust for the purposes hereinabove set forth.

(h) The Pension Plan so established will qualify under any appropriate sections of the Internal Revenue Code of 1954, as amended, so as to insure that the Company's contributions thereto will be considered as ordinary business expense in the tax year in which payments are made. All documents incident thereto must be drawn to conform with all federal and state laws.

(44) The foregoing provisions of Articles XXVI and XXVII relating to the Health and Welfare Plan and Pension Plan are subject, in all respects, to the provisions of the Labor-Management Relations Act, 1947, the Employee Retirement Income Security Act of 1974, and any other applicable law.

ARTICLE XXVIII
FUNERAL PAY

(45) In the event of death in an employee's immediate family, time off with straight-time pay will be allowed up to a maximum of three (3) scheduled workdays to attend the funeral. No funeral pay will be allowed if the employee would not have otherwise been at work (such as a funeral occurring while an employee is on vacation, layoff or leave of absence) and if the employee does not attend the funeral. The immediate family shall be limited to parents, brothers and sisters, children, spouse, and spouse's parents.

ARTICLE XXVIX
DRUG TESTING/SEARCH PROCEDURES

(46) Any employee who is found to be in possession of or under the influence of alcohol or illegal drugs on Company property, or who as a result of testing, is found to have detectable amounts of drug or prohibited substances in his or her system, regardless of when or where the drugs or substance entered the employee's system, will be subject to disciplinary action including immediate discharge.

AN AGREEMENT
BETWEEN
THE LEVY COMPANY
AND
TEAMSTERS UNION
LOCAL NO. 777

April 1, 2014 - March 31, 2019

RECEIVED
AUG 25 2014
CONTRACT
DEPARTMENT

AGREEMENT

This Agreement, made and entered into this 1st day of April 2014 by and between THE LEVY COMPANY, an Illinois corporation, its successors or assigns, party of the first part (hereinafter referred to as the "Company"), and the TEAMSTERS UNION LOCAL NO. 777, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, party of the second part, (hereinafter referred to as the "Union"), for itself and in behalf of the employees now employed and hereinafter employed by the Company, and collectively referred to herein as the Union.

The Employer agrees that in the event of any sale, transfer, assignment or other disposition of its business or assets, that it will make a condition of such sale, transfer, assignment or disposition -that the entity to whom the Employer is making such sale, transfer, assignment or disposition will agree to assume, sign and be bound by the terms of this collective bargaining agreement. In the event that the entity to whom the sale, transfer, assignment or disposition is made refuses to be bound by the terms of this collective bargaining it will be responsible for all terms of this Agreement for the durations of this Agreement.

ARTICLE I: BARGAINING UNIT

This Agreement covers all truck drivers, and warehouse employees of the Company, excluding office and clerical employees, professional, technical and administrative employees, supervisors, watchmen, mechanics and guards as defined in the National Labor Relation Act, and employees belonging to other Unions that have collective bargaining contracts with this firm.

ARTICLE II: RECOGNITION

The Company recognizes the Local Union in whatever affiliation it might have as the sole and exclusive bargaining agent for all covered employees described in Article I hereinabove.

ARTICLE III: UNION SHOP

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the 30th day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a

maintain eligibility under this Article shall be fully reimbursed.

The Employer recognizes the necessity of making prompt contributions to the Plan because of the possibility that an employee's benefit standing will be placed in jeopardy if contributions are not made timely. Any delinquency by the Employer shall obligate the Employer to pay at the rate of 1.5% per month on the delinquent amount, which shall constitute liquidated damages, and in addition thereto, the Employer shall be required to pay all accountant's fees, attorney fees, court costs and other out of pocket expenses that may be incurred in order to collect such delinquency, even if no lawsuit is required to be filed.

Section 7. Limitation of Liability. Neither the Employer nor the Union assumes, nor shall either of them be required to assume, any other obligation with respect to such insurance or the Insurance Benefit Plan, whether as to use, non-use, or application of said payments, or as to benefits, or as to any other matter. The extent of the Employer's obligations under this Article shall be limited to the payment of the cost of its share of the above-specified monthly contributions, and to the proper collection and transmittal to the Plan of employee contributions made by payroll deduction. Those individuals covered by the Plan shall be eligible to participate and entitled to benefits only in accordance with and governed by the conditions of the Plan, insurance agreements and policies issued thereunder. Neither the Employer nor the Union shall be obligated to pay any insurance benefits directly.

Section 8. Trust Agreement. The Employer agrees to adopt and be bound by all of the terms and provisions of the Agreement and Declaration of Trust creating the Area Teamsters Insurance Benefit Plan, as amended from time to time, (the "Trust Agreement") as fully as if the Employer was an original party thereto.

ARTICLE XIV: PENSION

The Employer agrees to pay pension contributions for employees who are employed for (30) thirty calendar days the following rates:

EFFECTIVE	4-1-14	\$67.60	per week, per employee
	4-1-15	\$70.30	per week, per employee
	4-1-16	\$73.10	per week, per employee
	4-1-17	\$76.00	per week, per employee
	4-1-18	\$79.00	per week, per employee

WHOLESALE BREAD AGREEMENT

By and Between

LEWIS BROTHERS BAKERIES, INC.

Paducah and Murray, Kentucky

and

TEAMSTERS LOCAL UNION NO. 236

**COVERING JURISDICTION OF LOCAL UNION NO. 236
OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

CONTRACT PERIOD: August 1, 2014 - July 31, 2017

RECEIVED

DEC 10 2014

**CONTRACT
DEPARTMENT**

WHOLESALE BREAD AGREEMENT

THIS AGREEMENT, made this 1st day of August, 2014 by and between LEWIS BROTHERS BAKERIES, INC. of Murray and Paducah, Kentucky, (hereinafter referred to as the "Employer"), parties of the first part, and TEAMSTERS LOCAL UNION NO. 236, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), party of the second part.

ARTICLE 1 - RECOGNITION

The Union shall be the sole representative of those classifications of those employees covered by this Agreement in collective bargaining with the Employer. The Employer agrees that any and all employees within the classifications of work as herein provided shall be members of the Union in good standing as a condition of continued employment. If a nonmember is hired, he shall make application for membership in the Union and become a member no later than the thirty-first (31st) day of his employment and shall thereafter maintain membership in good standing in the Union as a condition of continued employment.

ARTICLE 2 - COMPANY'S RIGHTS

The right to hire, promote, or demote employees, the right to discharge for cause and the right to make changes in the Company's operation to promote efficiency are retained in the Employer. It is understood that such rights shall not be arbitrarily exercised to defeat the terms and conditions of this contract and such employees are entitled to recourse under the terms of this Agreement as hereinafter provided.

ARTICLE 3 - HOLIDAYS

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and five (5) Personal Days shall be considered as paid holidays for the purpose of this Agreement.

Section 1. No regular or special deliveries will be made on Christmas or Sunday.

Section 2. If an employee is required to and works more than four (4) days in any of the above-mentioned weeks, such employee shall receive one-fifth (1/5) of his gross pay for each day worked in excess of four (4), plus an additional \$50.00 for holidays worked.

Section 3. If one of the above-mentioned holidays falls on the employee's regular day off, the Company will designate another day off for such employee. Should the employee be required to work on this newly designated day off and thus works more than four (4) days in that week, the employee shall receive one-fifth (1/5) of his gross pay for that day.

ARTICLE 17 - GENERAL PROVISIONS

It is agreed between the parties hereto that as soon as their deliveries are completed for the day, drivers shall be allowed to drive in and settle their accounts without unnecessary delay.

There shall be no arbitrary time such as 3:00 p.m., 2:00 p.m., etc., for checking in other than when route has been properly serviced for the day.

ARTICLE 18 - WORK WEEK

It is agreed by the parties that the standard work week shall be five (5) days per week, effective January 30, 1967. It is understood and agreed that the Company has the option of using either a "swing" or "drop-out" day at their discretion in order to comply with this Article. It is further agreed that whichever method is chosen, may be changed at any time during the term of this Agreement.

The extra salesperson will not be required to work on Wednesday in a week in which he is running a regular route. The Company shall determine which five (5) days he is to work, but shall not require him to work six (6) days.

Should the Company need volunteers to work on regularly scheduled days off, a list will be posted by Friday for the next week. Work will be awarded in seniority order. If there are no volunteers, the least senior sales driver/extra sales driver will be required to work. If said least senior driver has worked without a day off for seven (7) consecutive days, the next least senior person will be required to work.

ARTICLE 19 - PENSION

Section 1. Effective April 27, 2014, the Employer shall contribute the sum of Two Hundred Four Dollars and Seventy Cents (\$204.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective April 29, 2015 the rate will increase to Two Hundred Seventeen Dollars (\$217.00) and effective on April 28, 2016 the rate will increase to Two Hundred Twenty-Five Dollars and Seventy Cents (\$225.70) and effective April 27, 2017 the rate will increase to Two Hundred Thirty-Four Dollars and Seventy Cents (\$234.70).

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

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

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

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

Section 3. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Central States, Southeast and Southwest Areas Pension Fund during the period of absence.

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

Action for delinquent Health and Welfare and Pension contributions may be instituted by the Local Union, the Area Conference, or the Trustee's Employers who are delinquent must also pay all attorney's fees and cost of collection.

ARTICLE 20 - NONDISCRIMINATION

It is agreed that the Union and the Company will not discriminate against any individual because of race, color, religion, sex, national origin, veteran status or handicap, nor shall any individual who is at least forty (40) years of age be discriminated against because of age.

As used in this Agreement, all pronoun references (e.g., "he", "his", "they", "their") shall be deemed to include the feminine as well as the masculine.

The Company shall be permitted to take all actions necessary to comply with the Americans With Disabilities Act.

ARTICLE 21 - SICK LEAVE

Each employee shall be allowed five (5) days per year for sick leave. Such sick leave, if taken, shall be paid for at the rate of one-fifth (1/5) of the employee's average weekly pay for the preceding four (4) weeks for each day so missed. Any question of whether an employee is actually sick and due sick pay shall be settled between the steward and terminal manager. Employees using no sick days during the year will be paid Four Hundred Dollars (\$400.00) on the anniversary date of the contract.

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

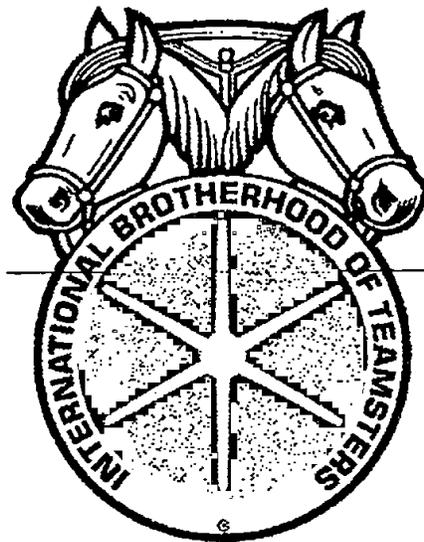
Between

LIESE LUMBER COMPANY

and

**TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES
Local Union No. 50**

affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



RECEIVED

JUL 06 2015

**CONTRACT
DEPARTMENT**

May 1, 2015 – April 30, 2018

LUMBER AND BUILDING MATERIAL

AGREEMENT

THIS AGREEMENT is entered into by and between the **Liese Lumber Company** of Belleville, IL, hereinafter referred to as the "Company" or "Employer", and/or its successors, and Teamsters, Automotive, Petroleum and Allied Trades, Local Union No. 50, Belleville, IL, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union" and/or its successors.

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and fair disposition of grievances and to eliminate interruptions of the work and interferences with the efficient operation of the Company's business.

ARTICLE I - RECOGNITION

Section 1.

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

Section 2.

The term "employee" as used in this Agreement shall include all truck drivers, lift truck drivers, warehouse employees, and yard employees, excluding non-working supervisory employees, office clerical employees, salesmen and retail clerks not working in the yard.

Section 3.

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

Section 4.

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

ARTICLE XVI – PENSION PLAN

Section 1.

Effective May 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred Seventeen Dollars and Twenty Cents (\$217.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days.

Effective May 1, 2016, the sum shall increase to Two Hundred Twenty Five Dollars and Ninety Cents (\$225.90) per week.

Effective May 1, 2017, the sum shall be increased to Two Hundred Thirty four Dollars and Ninety Cents (\$234.90) per week.

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

Section 2.

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

Section 3.

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

Section 4.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of the manner of computation of owner-driver compensation. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only

part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

ARTICLE XVII – NEW EQUIPMENT

Section 1.

Where new equipment or types of equipment for which rates of pay are not established by this Agreement are put into use, rates governing such operations shall be subject to negotiations between the parties.

Section 2.

Rates agreed upon or awarded shall be effective as of date equipment is put into use.

Section 3.

All trucks purchased after May 1, 1959, shall be equipped with heaters and defrosters.

ARTICLE XVIII – LOSS OR DAMAGE

The Employer shall not charge employees for any loss or damage unless clear proof of negligence is shown.

ARTICLE XIX – UNIFORMS

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of employment such uniform, shall be furnished by the Employer.

ARTICLE XX – NO REDUCTION IN HOURLY WAGE RATE

No employee shall suffer a reduction in hourly wage rate or other working conditions as a result of this Agreement.

ARTICLE XXI – OVERTIME WORK

Except in case of emergency or where it is clearly unavoidable, no employee shall work overtime until employees on the seniority list have worked the full quota of regular hours.

AGREEMENT

BY AND BETWEEN

LINCOLN MOVING AND STORAGE CO.

AND

TEAMSTERS LOCAL UNION NO. 293

JUNE 3, 2013 TO JUNE 2, 2016

RECEIVED

JUL 18 2013

CONTRACT
DEPARTMENT

MOVING AND STORAGE AGREEMENT

THIS AGREEMENT, entered into this 3rd day of June, 2013, and effective June 3, 2013
By and between **Lincoln Moving & Storage Company**, hereinafter called the "Employer" and
Teamsters Local Union No. 293, affiliated with the **INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**, hereinafter called the "Local" or the "Union".

WITNESSETH:

ARTICLE I. REPRESENTATION, UNION RECOGNITION AND SECURITY

1. The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees covered by this Agreement for the purpose of collective bargaining.
2. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of continued employment, on and after the thirty-first (31st) day following the beginning of their employment or on or after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.
3. The Employer shall notify the Union, in writing, within ten (10) days of employment, as to the date of original employment. The Employer recognizes the Union as a valuable source of experienced men and may call the Union when men are required. A non-member may be hired, provided application for membership in the Union is made by said non-member as provided herein.
4. After an employee has completed a thirty (30) working day trial period, he shall be placed on the Article IIA seniority dating back to date of hire. Such employee shall be worked on a seniority basis, and upon completion of one hundred and twenty (120) additional days of work, including Saturday and Sunday, (excluding the third (3rd) quarter of the calendar year) in a continuous twelve (12) month period; he shall become eligible for benefits which is described in Article XV.

ARTICLE I A. DEFINITION OF THE INDUSTRY

The industry covered by this Agreement means those employees performing the following services:

1. Moving and Storage work.
2. Commercial work.
3. New Distribution work.
4. Exhibition work.

returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

5. No contributions to the Health and Welfare Fund shall be paid for "temporary summer help".

ARTICLE XV. PENSION FUND

1. Effective June 3, 2013; the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$138.10 per week, in accordance with the Trust Agreement covering said Fund, for each non-probationary, non-seasonal employee covered by this Agreement who has been paid for at least eight (8) or more straight time hours in that work week. Effective June 3, 2014 Employer will contribute \$143.60, effective June 3, 2015 Employer will contribute \$149.30 to the Central States Southeast and Southwest Areas Pension Fund.
2. A probationary employee is defined as an employee hired outside of the seasonal period that has not yet completed the thirty (30) working day probationary period. Pension contributions would begin once the employee has completed thirty (30) working days of employment.
3. A seasonal employee is defined as an employee hired between and including June 1 and September 1 of each year. A seasonal employee who continues to be employed beyond September 30th would be considered to have satisfied the probationary period. Pension contributions would begin once the employee has completed thirty (30) working days of employment.
4. Any employee who has attained the age of seventy (70) and is eligible for retirement under the Central States Southeast and Southwest Areas Pension Fund shall be retired by the Employer.

ARTICLE XVI. DELINQUENT FUND PAYMENT

If the Employer is more than thirty (30) days delinquent in payments to one (1) or more of the several funds (Health and Welfare, Central States Pension and Union Dues) provided for herein; seventy-two (72) hours notice by registered or certified mail of such delinquency shall be served on said delinquent Employer by the Fund Administrator and the Union separately; at the expiration of said seventy-two (72) hours, the Union notwithstanding other provision in this Agreement, may strike said delinquent Employer until satisfactory arrangements for resumption of payments into the Fund or Funds involved, acceptable to the Union and the Fund's management have been made.

ARTICLE XVII. LEAVE OF ABSENCE

COLLECTIVE BARGAINING AGREEMENT

By and Between

LINDE

for its Distribution Facility in New Cumberland, WV

(Known as Arroyo)

-And-

**GENERAL TRUCK DRIVERS AND HELPERS UNION
Local No. 92**

February 1, 2014 through January 31, 2019

**Printed on
May 12, 2014**

RECEIVED

JUN 17 2014

**CONTRACT
DEPARTMENT**

This Agreement, made by and between *Linde*, solely for its Distribution facility located at **616 Dry Run Road, New Cumberland**, West Virginia (hereinafter referred to as the "Employer" or "Company"), and General Truck Drivers and Helpers Union Local No. 92 of Canton, Ohio, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

ARTICLE 1 – Scope of Agreement

Section 1 – Operations Covered The execution of this Agreement on the part of the Employer shall cover all employees of the Employer performing work, labor, or other duties in the service of the Employer under the driver classification at *the New Cumberland*, West Virginia location.

Section 2 – Transfer of Company Title or Interest This Agreement and the Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer, or lease of an individual run or runs, or rights only, the specific provisions of this Agreement, excluding riders or other conditions, shall prevail. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchase, transferee, lessee, assignee, etc, of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than thirty (30) days prior to the effective date of sale or thirty (30) days subsequent later.

Section 3 – Owner Operator Clause If owner operators are employed, they will be employed subject to the terms and conditions of this Agreement.

ARTICLE 2 – Union Shop and Dues

Section 1 The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

Section 2 All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union, and all employees who are hired hereafter shall become and remain members in good

because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall it be considered as hours worked for weekly overtime.

Section 4 An employee who works on any of the above listed holidays shall be paid a minimum of fourteen (14) hours pay in addition to his earnings for the day.

If an employee starts to work on a holiday, between midnight and midnight, he will receive full holiday pay (14 hours).

If an employee starts to work on the day before the holiday and works into the holiday, he shall be paid for each hour worked into the holiday up to six (6) hours. After working six (6) hours into the holiday, the employee will be eligible for full holiday pay.

When an employee takes a roving holiday, he will not be dispatched for twenty four (24) hours past his normal starting time. No premium pay will be paid for any roving holiday hours.

Section 5 An employee upon his/her termination as a result of retirement and any employee who provides two week notice of resignation from Linde will be eligible to receive pay for any remaining unused roving holidays.

ARTICLE 23 – Separability and Savings Clause

If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending the final determination as to its validity, the remainder of this contract or any rider thereto shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this contract to the contrary.

ARTICLE 24 – Pensions

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the amounts indicated below per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

<i>April 27, 2014</i>	<i>\$147.20 per week</i>
<i>April 27, 2015</i>	<i>\$156.00 per week</i>
<i>April 27, 2016</i>	<i>\$162.20 per week</i>
<i>April 27, 2017</i>	<i>\$168.70 per week</i>
<i>April 27, 2018</i>	<i>175.40 per week.</i>

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

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

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

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

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

By the execution of the Agreement, the Employer authorizes the Employers Association who are signatories to similar collective bargaining agreements signed with Teamsters union, to enter into appropriate trust agreement

necessary for the administration of such fund, and to designate the Employer trustees under such trust agreements, hereby waiving all notice thereof and ratifying all action taken or to be taken by such trustees within the scope of their authority.

ARTICLE 25 – Posting of Agreement

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

ARTICLE 26 – Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 27 – Inspection Privileges

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule.

ARTICLE 28 – Funeral Leave

Employees who have completed their probationary period shall be protected against loss of pay for such time as may be needed for the purpose of arranging or attending the funeral of a member of his immediate family up to a maximum of three (3) scheduled working days at his regular hourly rate. Immediate family is interpreted to cover current spouse, parent, children, legally adopted children, brother, sister, current father in-law, current mother in-law, grandchildren and grandparents, current brother in-law, and current sister in-law.

No benefit would be payable under this provision unless an employee had a loss of earnings.

ARTICLE 29 – Non-Discrimination

The Company and the Union agree to continue their policy of not discriminating against any employee because of race, color, creed, or national origin, age, sex, Vietnam Era veteran status, or qualified individual with a disability. The Company further agrees that it will not discriminate for any of these reasons in its hiring procedure.

COLLECTIVE BARGAINING AGREEMENT

By and Between

Linde LLC

for its Garage Facility in New Cumberland, WV

(Known as Arroyo)

-And-

**GENERAL TRUCK DRIVERS AND HELPERS UNION
Local No. 92**

RECEIVED

JUN 17 2014

CONTRACT
DEPARTMENT

March 1, 2014 through February 28, 2019

Printed on May 14, 2014

This Agreement, made by and between Linde LLC, solely for its Garage facility located at 616 Dry Run Road, New Cumberland West Virginia, 26047 (hereinafter referred to as the "Employer" or "Company"), and General Truck Drivers and Helpers Union Local No. 92 of Canton, Ohio, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

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

ARTICLE 1 – Union Representation

The employees covered by this Agreement are mechanics employed in the Employer's shop in its New Cumberland, WV terminal, excluding all other employees, guards, and supervisors as defined in the National Labor Relations Act as amended. The Union is recognized as the exclusive bargaining agent of the employees described above.

No provision of Article 1 shall apply to the extent that it may be prohibited by State law.

It is agreed by and between the parties hereto that all work of the Employer presently performed in the classification of work covered by this Agreement, shall be done by the employees of the bargaining unit covered herein, which excludes movement of any revenue loads.

ARTICLE 2 – Union Shop and Dues

Section 1 The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. The Employer agrees that any and all employees within the classification of work as herein provided shall be members of the Union in good standing as a condition of their continued employment, within thirty (30) days after the signing of this Agreement. Any person newly employed shall be so employed only on a sixty (60) calendar day trial basis, after which time he shall either join the Union and be placed on the regular seniority list, or be discharged by the Employer without further recourse.

Section 2 The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions before the tenth of the month. Such amounts shall be deducted from the last pay period of the preceding month. All requirements of the Federal and

walkouts, or lockouts exist. The Union agrees that, in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to effect a fair settlement.

It is further agreed that any employee having elected not to go through a picket line of a Union and being confronted by the same, shall immediately call by phone or contact the Employer for further order. Failure of the employee to contact the Employer in this matter shall be cause for the employee to receive no pay for that particular shift.

ARTICLE 8 – Examination and Identification Fees

When physical, mental, or other examinations are required by a government body or the Employer, employees shall promptly comply, 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 said two (2) hours. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examination during their working hours.

ARTICLE 9 – Pension Plan

The Employer agrees to continue participation in the Central States, Southeast and Southwest Areas Pension Fund for the term of this Agreement, in line with their original agreement to participate in said Fund as evidenced by signature to the Participation Agreement.

The Employer agrees to make contributions to said Fund at the following rates:

<i>April 27, 2014</i>	<i>\$147.20 per week</i>
<i>April 27, 2015</i>	<i>\$156.00 per week</i>
<i>April 27, 2016</i>	<i>\$162.20 per week</i>
<i>April 27, 2017</i>	<i>\$168.70 per week</i>
<i>April 27, 2018</i>	<i>175.40 per week.</i>

Revised article 9- Pension plane on 5-15-09

The Employer's obligation to make contributions to said Pension Fund shall be governed by the following provisions:

For all employees in the bargaining unit covered by the Collective Bargaining Agreement, with forty (40) calendar days or more of service, who work one (1) or more days in any given week (except as noted below). Any day for which an employee receives compensation in accordance with the provisions of the Collective Bargaining Agreement shall be considered the same as a day worked.

Vacations: Contributions shall be paid for the week or weeks an employee is absent from active duty due to being on vacation for which he is eligible and for which he is paid in accordance with the provisions of the Collective Bargaining Agreement.

Disability: An employee who is absent because of illness or off the job injury will continue for six (6) calendar months in their medical and dental program provided they pay the required employee monthly contribution.

In case of an on the job injury, participation will be for twelve (12) calendar months provided they pay the required employee monthly contribution.

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

ARTICLE 10 – Group Insurance

A. Effective March 1, 1993 all employees were eligible for participation in the Linde Modified Flexible Benefit Plan (medical, dental, and flexible spending accounts) and will be subject to all plan modifications, including the employee contribution adjustments in subsequent years. Employees will have an opportunity once each year to re-select their benefits which will be effective on January 1 of each calendar year. The Flex Benefit program will not be subject to the grievance or arbitration procedure of the contract.

B. Life Insurance Benefit – Life insurance benefit is \$20,000.00.

C. Sickness and Accident

<i>Weekly Benefit</i>	
<i>03/01/2014</i>	<i>\$400.00</i>
<i>03/01/2015</i>	<i>\$400.00</i>
<i>03/01/2016</i>	<i>\$400.00</i>
<i>03/01/2017</i>	<i>\$400.00</i>
<i>03/01/2018</i>	<i>\$400.00</i>

ARTICLES OF AGREEMENT

This Agreement made by and between Linde LLC for its distribution operation located at 10243 Rayco Sanders Road, Gonzales, Louisiana (hereinafter referred to as the Company), and the GENERAL TRUCK DRIVERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS, LOCAL NUMBER 270, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, INDEPENDENT (hereinafter referred to as the Union).

ARTICLE I - UNION RECOGNITION AND SECURITY

1. The Company recognizes the Union as the sole collective bargaining agent for its employees for whom wage rates are specified in Article 21 hereof with respect to wages, hours and other terms and conditions of employment.
2.
 - A. All employees hired after the effective date of this Agreement shall be offered an application for membership in the Union. The Company shall hold each application for a period of the first 30 calendar days of the new hire's employment. During the period between the 15 and 30 calendar days of the new employee's employment, he shall be privileged to withdraw and cancel the application for membership by notifying the Company in writing of his desire to do so. At the end of the 30 day calendar period, the Company shall turn over to the Union the application for membership for the new employee for appropriate processing, or if the employee shall have notified the Company of withdrawal, the Company shall supply the Union with a copy of withdrawal notification. In the event a new employee withdraws the application during the period between 15 and 30 calendar days of employment, the employee shall be relieved of any requirement to become a Union member as a condition of employment.
 - B. Employees presently employed by the Company who are not members of the Union shall not be required to become members nor shall they be required to execute applications for membership as a condition of their continued employment.
 - C. In the event that the State Right-to-Work law would become void, revoked or otherwise would permit a Union shop security clause, the Company and the Union will meet to discuss the reimplemention at the earliest possible date permitted by law, of the Union security provisions.
 - D. When the Company needs additional drivers it shall give the Union equal opportunity with other sources to provide suitable applicants, but the Company shall not be required to hire any referrals.
3. New employees shall be on a probationary basis for the first ninety (90) working days of employment during which time they may be released without recourse to the grievance procedures.

5 to 7 years	120 hours
7 to 10 years	160 hours
10 years	200 hours
Over 10 years	200 hours plus 20 hours each additional year

ARTICLE XX - HOLIDAYS

1. Recognized holidays shall be:

New Year's Day	Labor Day
Mardi Gras Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	4 Floating Holidays

Such Floating Holidays will be granted upon notice of employee of not less than one (1) week and providing the granting of such Floating Holidays will not interfere with the normal operations of the Company.

2. Holidays are from Midnight to Midnight of the night of the holiday or day celebrated as such, but not including driver returning from the previous day's dispatch.
3. Holidays will be observed on the day of the week on which they fall. If a holiday falls on the employee's day off, the employee will be paid holiday pay in lieu of time off.
4. Each employee who does not work on a recognized holiday is to be paid eight (8) hours pay at their straight time rate, provided:
 - A. They are full time employees on the payroll ninety (90) or more days prior to the holiday.
 - B. The employee has not refused or failed to work on a holiday after having been normally scheduled or requested to do so.
 - C. The employee has worked the scheduled workdays, both preceding and following the holiday, unless excused by the Company or because of proven injury or illness.
 - D. If any of these holidays fall on any day when an employee is scheduled off, the employee will be given eight (8) hours pay at his regular hourly rate.
5. Drivers who work on the above mentioned holidays will be paid twelve (12) hours pay in addition to their earnings for that day.

ARTICLE XXI - WAGES, MILEAGE RATES, GUARANTEE, RADIUS, PAID FOR TIME AND ROAD EXPENSE

1. Employees shall report to work at the time and place designated by the Company. The workweek shall begin at 12:01 A.M. Monday and shall end at 12:00 Midnight on Sunday.

ARTICLE XXVII - EFFECTIVE DATE AND TERMINATION

This Agreement shall go into effect as of June 1, 2013, and shall continue in effect through May 30, 2016, and from year to year thereafter, unless written notice of the desire to change, modify, or terminate this Agreement is given either party upon the other at least sixty (60) days prior to the expiration date of this Agreement or any anniversary thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ by their duly authorized representatives.

GENERAL TRUCK DRIVERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS, LOCAL 270

Donna Sanders, HR Manager

Name - Title
[Signature]

Signature
3/25/13

Date

Linde LLC

[Signature] President

Name Title
D. NEBROTTO President

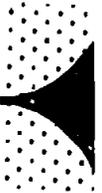
Signature
4-3-13

Date

RECEIVED

APR 08 2013

CONTRACT
DEPARTMENT



AGREEMENT

Between:

LINDE LLC

And:

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
LOCAL UNION NO. 908**



Effective: November 1, 2014

Through: November 1, 2019

RECEIVED

JAN 06 2015

**CONTRACT
AGREEMENT**

A G R E E M E N T

This Agreement made by and between LINDE LLC solely for its distribution facility located at 961 Industry Avenue, Lima, Ohio 45804 (hereinafter referred to as the "COMPANY"), and TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 908, Lima, Ohio, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (Hereinafter referred to as the "UNION").

ARTICLE 1 **SCOPE OF AGREEMENT**

Section 1 Operations Covered

The execution of this Agreement on the part of the Company shall cover all employees of the Company performing the work, labor or other duties in the service of the Company under the Bulk Driver Classification.

Section 2

The Company recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

Section 3

All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment or on and after the thirtieth (30th) working day or sixty (60) calendar days, whichever comes first, following the beginning of their employment or on and after the 30th working day or sixty (60) calendar days following the effective date of this subsection or the date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act but not retroactively. An employee who has failed to acquire or thereafter maintain membership in the Union as herein provided shall be terminated seventy-two (72) hours after the Company has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be offered to such employee on the same basis as all other members and, further that the employee has had notice and opportunity to make all dues and initiation fee payments.

Section 4

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

ARTICLE 24
HEALTH, WELFARE & PENSION BENEFITS (contd.)

Section 3 – Pension

The Company agrees to participate in the Central States Southeast and Southwest Areas Pension Fund for the term of this Agreement. The Company agrees to make contributions to said Fund at the following rate:

<u>Effective:</u>	<u>Amount:</u>
November 1, 2014	\$143.60 per week
November 1, 2015	\$149.30 per week
November 1, 2016	\$155.30 per week
November 1, 2017	\$161.50 per week
November 1, 2018	\$168.00 per week

The Company's obligation to make contributions to said Pension Fund shall be governed by the following provisions:

- A. For all employees in the bargaining unit covered by the Collective Bargaining Agreement, with thirty (30) days or more of service who work one (1) or more days in any given week (except as noted below). Any day for which an employee receives compensation in accordance with the provisions of the Collective Bargaining Agreement shall be considered the same as a day worked.
- B. **Vacation:** Contributions shall be paid for the week or weeks an employee is absent from active duty due to being on vacation for which he is eligible and for which he is paid in accordance with the provisions of the Collective Bargaining Agreement.
- C. **Disability:** If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks.

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

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

CONTRACT AGREEMENT
BETWEEN
A. LINDBERG & SONS, INC.
AND
TEAMSTERS LOCAL #486
FEBRUARY 15, 2012

It is agreed and understood that this Agreement shall cover the specific matters contained herein between A. Lindberg & Sons (Employer) and the Teamsters Local Union #486 (Union) during the period of April 1, 2012 through March 31, 2015.

All other matters not contained herein this Agreement will be the same as those found in the Michigan Infrastructure and Transportation Association Agreement (M.I.T.A.) dated June 1, 2008 through June 1, 2013.

WAGES:

	<u>04/01/11</u>	<u>04/01/12</u>	<u>04/01/13</u>	<u>04/01/14</u>
<u>AGC MODIFIED / MINING</u>				
TOTAL WAGE PACKAGE (HOURLY)	\$30.00 (HYBRID)			
Allocation of fringe fund deductions to be determined by the plan (H&W, Pension).				
<u>*COMMERCIAL</u>				
TOTAL WAGE PACKAGE (HOURLY)	\$20.00	\$21.00	\$21.60	\$22.10
Allocation of fringe fund deductions to be determined by the plan (H&W, Pension).				
<u>PIT</u>				
TOTAL WAGE PACKAGE (HOURLY)	\$29.20 (HYBRID)			
<u>PIT/MINING (HYBRID)</u>				
		\$30.30	\$30.90	\$31.40
<u>M.I.T.A. (HIGHWAY)</u> (AS ESTABLISHED BY PROJECT PROPOSAL)				
Allocation of fringe fund deductions to be determined by the plan (H&W, Pension).				

* It shall be an employee's option to work on a commercial project under the commercial wage rate.

<u>NEW HIRE RATE</u>	At beginning of 1 st season	=	80%
(Employees hired	At beginning of 2 nd season	=	90%
After 01/01/96)	At beginning of 3 rd season	=	100%

New hires must work a minimum of thirty (30) weeks per season to advance to the next step. If a new hire does not work a minimum of thirty (30) weeks a season, he/she will advance to the next step by carrying over work weeks into the following season in order to complete the thirty (30) week requirement. Employees will be paid for only those hours worked. The wage progression may be accelerated at the sole discretion of the Employer.

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New hire probationary period will be for twenty-six (26) working weeks.

APR 17 2012

**CONTRACT
DEPARTMENT**

TERMINATION

This Agreement shall remain in full force and effect until March 31, 2015 and thereafter shall continue in force from year to year, unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the end of the current term, or as the case may be sixty (60) days prior to the end of any additional contract year, of its intention to make changes in or terminate this Agreement.

A. LINDBERG & SONS, INC.

TEAMSTERS UNION LOCAL #486

BY: 
Roger C. Crimmings
President

BY: 
Dave Robinson
Secretary-Treasurer

DATE: 3/30/12

DATE: 3-12-12

BY: 
Kevin Keveney
Business Agent

DATE: 3/29/12

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APR 12 2012

CONTRACT
DEPARTMENT

AGREEMENT

by and between C. J. Link Lumber
Company & Teamsters Local Union No.
247, an affiliate of the International
Brotherhood of Teamsters
Effective October 5, 2011 through and Including
October 4, 2015

RECEIVED

FEB 15 2013

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement is made and entered into this 5th day of October, 2011, by and between C. J. Link Lumber Company hereinafter called the Company, and Teamsters Local Union No. 247, affiliated with the International Brotherhood of Teamsters, located at 2471 Trumbull Avenue, Detroit, Michigan 48216, hereinafter referred to as the Union, as the collective bargaining representative for certain classes of employees working at the Company's plant located at 11711 East 8 Mile Road, Warren, Michigan 48089, provided that the bargaining unit is deemed to be comprised only of employees of this Company.

ARTICLE ONE - RECOGNITION

Section 1.

A. The Company recognizes the Union as the exclusive collective bargaining agent relative to the rates of pay, wages, hours of employment, and other conditions of employment for only the following full time employee classifications working in the plant located at 11711 E. 8 Mile Road, Warren, Michigan 48089:

1. Laborer, Helper, and Warehouseman
2. Scaler
3. Truck Driver
4. Hi-lo Operator

B. BUT EXCLUDING seasonal help, part time employees, office clerical employees, plant clerical employees, technical employees, professional employees, confidential employees, time keepers, watchmen, guards, and supervisors as defined in the NLRA.

C. Seasonal help may be hired to perform bargaining unit work and will not be required to become Union members. Such employees are not eligible for any employee benefit. Employment of seasonal workers shall be limited to the six (6) months.

Section 2. Recognition, Union Shop and Dues

A. The Company recognizes and acknowledges that the Union is the exclusive representative for wages, hours and other conditions of employment with the Company of those classifications of employees covered by this Agreement and listed in Section 1.

All present employees who are members of the Union, on the date of execution of the Agreement, shall remain members of the Union in good standings as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter (except seasonal help), shall become and remain members in good standing of the Union as a condition of employment on and after the 91st day following the beginning of their employment or on and after the 91st day

The Company agrees to deduct from the paycheck of all employees cover by this Agreement voluntary contributions to DRIVE. DRIVE shall notify Company of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made and the amount deducted from the employee's paycheck.

ARTICLE EIGHTEEN - HEALTH, WELFARE AND PENSION

Section 1.

The Company agrees to pay into the Michigan Conference of Teamsters Welfare (MCTWF) Fund for each employee covered by this Agreement who is on the regular seniority list and has completed ninety (90) calendar days of employment, unless otherwise specified in Schedule "A" attached, a weekly contribution of:

<u>Effective Date:</u>	<u>Contribution Amount:</u>	<u>Plan Code:</u>
10/5/11	\$308.05	Key 2 Plan 103
4/1/12	\$324.55	Key 2 Plan 103
3/31/13	\$348.30	Key 2 Plan 103
3/30/14	\$375.00	Key 2 Plan 103
3/29/15	\$393.70	Key 2 Plan 103

All payments into the MCTWF must be paid within fifteen (15) days from the end of each calendar month to the J. P. Morgan Chase Bank N.A., which bank has been made a depository for the MCTWF.

Additionally, the Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list; and has completed thirty (30) calendar days of continuous employment, unless otherwise specified in Schedule "A" attached, a weekly contribution of:

<u>Effective Date:</u>	<u>Contribution Amount:</u>
10/5/11	\$101.40
10/5/12	\$107.50
10/5/13	\$111.80
10/5/14	\$116.30

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

Contributions to the MCTWF and to the pension fund must be made for each week on each regular employee even though such employee may work only part-time under the provisions of this Agreement, including paid vacations and weeks where work is performed for Company but not under provisions of this Agreement, and although contributions may be made for those weeks into some health and welfare fund/or pension fund.

Employees who work either temporarily or in case of emergency under the terms of this Agreement shall not be covered by the provisions of the Article.

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

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

Notwithstanding anything herein contained, it is agreed that in the event any Company is delinquent at the end of a monthly period in the payment of its contribution to the health and welfare and/or pension fund, in accordance with the rules and regulations of the Trustees of such funds, and after the proper official of the Union shall have given seventy-two (72) hours' notice to the Company of such delinquency in the health and welfare and/or pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom.

It is agreed that the welfare fund and the pension fund will be separately administered each jointly by the Company and Union in compliance with all applicable laws and regulations, both state and federal. By the execution of this Agreement, the Company authorizes the Employer's Association who are signatories to collective bargaining agreements with Teamster unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such funds and to designate the Employer Trustees under such trust agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Central States Pension Plan: Bargaining unit employees shall have the right to continue their participation in the Central States Southwest and Southeast Areas

Pension Fund plan currently in effect. The Company's contribution rate shall be as stated above per employee per week for the duration of this Agreement.

**ARTICLE NINETEEN - PAY FOR KNOWLEDGE AND
PERFORMANCE PROGRAM (PKP)
(For seasonal employees only)**

The Company wage program is known as a "Pay for Knowledge and Performance" (PKP) compensation plan. It rewards employees for not only the level of work performance they contribute, but also for the various jobs in which they can perform various duties on a good or better level.

This PKP plan encourages personnel to learn more about our industry, to seek more duties when possible, to make suggestions, to accept additional assignments and responsibilities, encourages regular attendance, to work overtime if necessary and requested and to support Company policies. This PKP plan makes work more enjoyable and enriching.

The PKP plan provides for three (3) types of increases and provides for annual evaluations for wage increases. This plan guarantees wage reviews. The employee, by his or her performance and knowledge, determines if a wage increase is warranted.

Performance Increases: Level of work and knowledge is good or better for length of time employed when compared to other employees.

Merit Increases: Level of work and knowledge is exceptional for length of time employed when compared to other employees.

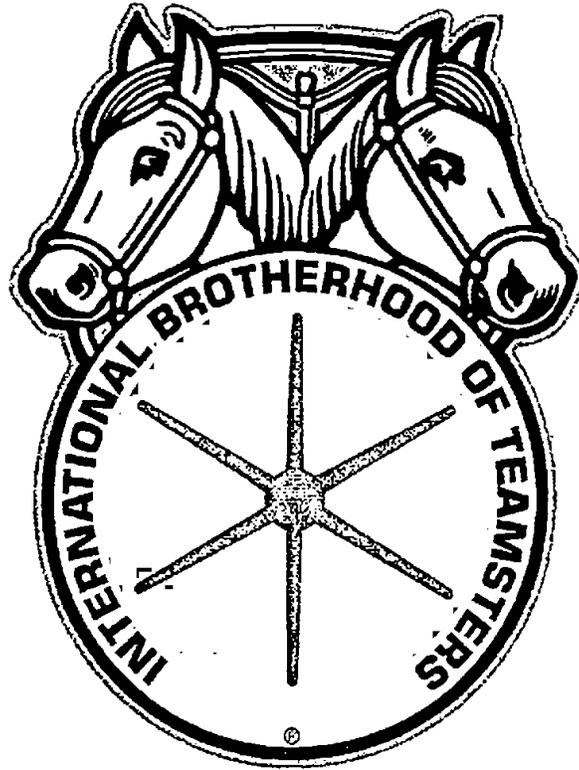
Responsibility Increases: When an employee assumes a significant increase in duties and responsibilities.

Specific areas used to determine a wage increase are : job skills; knowledge of assignments; initiative; willingness to accept additional assignments and overtime work; attendance; work habits; appearance; cooperation; support of Company policies; suggestions; personal conduct; interest in position; number of jobs able to perform in satisfactory; and relationship with other employees and management.

Employees may review the PKP wage program at any time by contacting their supervisor.

All increases are recommended and granted through the judgment of two (2) or more management personnel. A review of any evaluation may be made by requesting it in writing to the general office.

AGREEMENT BETWEEN
C. F. LONG & SONS, INC.



AND

RECEIVED

MAY 11 2012

CONTRACT
DEPARTMENT

TEAMSTER LOCAL UNION NO. 614

APRIL 1, 2012 THRU MARCH 31, 2015

THIS agreement is made and entered into as of the 1 day of April, 2012 by and between C. F. LONG & SONS. INC., P. O. Box 837, Walled Lake, MI. 48390 ("Employer") and TEAMSTER LOCAL 614, INTERNATIONAL BROTHERHOOD OF TEAMSTERS NORTH America, 250 N. Perry, Pontiac, MI. 48342 ("Union")

WHEREAS;

Both parties are desirous of preventing strikes and lockouts and other cessations of work, and employment and of maintaining a uniform wage scale working conditions and hours of the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties;

NOW THEREFORE, the parties have entered into this Collective Bargaining agreement as ratified by the employees who are members of the bargaining unit as herein defined.

ARTICLE I

RECOGNITION UNION SHOP AND DUES

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this agreement and listed in schedule A.

SECTION 2. The Employer agrees that as a condition of continued employment all present future employees covered by this Agreement shall become and remain members in good standing in Teamster Local Union No. 614 no later than the 31st day following the beginning of their employment.

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

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

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

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

ARTICLE X

HEALTH & WELFARE & PENSION

SECTION 1. Health & Welfare Coverage The Employer agrees to provide Michigan Conference Health Care coverage CDN-BVN-2GT and pay to Michigan Conference of Teamsters Health and Welfare Fund (the "Fund") for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached, a contribution as follows: All payments to the Michigan Conference of Teamsters Health and Welfare Fund must be made within ten (10) days from the end of the calendar month.

Contributions to the Health and Welfare Fund shall be made for each week on each regular employee who works one or more days in any work week Monday through Sunday.

If an employee is granted a leave of absence the Employer shall collect from said employee, prior to the granted leave of absence being effective, sufficient monies to pay

the required contributions into the Health and Welfare Fund during such leave.

Payment Schedule:

Effective	04/01/2012	\$ 273.85 per week
Effective	03/31/2013	\$ 299.00
Effective	03/30/2014	\$ 318.50
Effective	03/29/2015	\$ 337.35

SECTION 2. Pension The Employer agrees to pay to Central States Southeast and Southwest Areas Pension Fund for each eligible employee covered by this Agreement who is on the regular seniority list starting the 31st calendar day after hire a contribution as follows to provide series 16 pension:

Effective Date	Per day	Maximum per week
April 1, 2012	\$ 26.10	\$ 130.50
April 1, 2013	\$ 27.70	\$ 138.50
April 1, 2014	\$ 29.40	\$ 147.00

All payments to Central States Southeast and Southwest Areas Pension Fund must be made within ten (10) days from the end of each calendar month to the American National Bank P.O. Box 31, Chicago, IL 60609, Account NO. 1100. Contributions to the Pension Fund shall be made for each day on each regular employee who performs work for the employer on that day and although contributions may be made for that day into some other Pension Fund, provided however, that the maximum contribution in any week shall be accordance with the above.

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

If an employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job the Employer will continue to pay the required contributions for which the employee would have been eligible but for such absence until the employee returns to work: provided however, that such contributions shall not be paid for a period of more than six (6) months.

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

ARTICLE XI

FUNERAL PAY

There will be no funeral pay but employees will be allowed off the balance of the day of death, up to a maximum of twenty-four (24) hours to attend the funeral of the following relatives of the employee:

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

The Employer will allow one (1) day to attend the funeral, without pay, of the following relatives of the employee:

Mother-in-law or Father-in-law

An employee who does not actually attend the funeral shall not be eligible to take said time off.

ARTICLE XII

PAID FOR TIME

SECTION 1. The Employees shall be paid for all time spent in the service of the Employer. Rates or pay provided for in this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in until the time the employee is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations which occur through no fault of the driver shall be paid for. Such payment for driver's time when not driving shall be at the hourly rate.

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

SECTION 3 Work Week and Overtime The standard work week shall be Monday through Friday.

Time and one-half shall be paid for all hours worked in excess of eight (8) hours daily and forty (40) hours weekly.

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

Contributions to the Health and Welfare Fund shall be made for each week on each regular employee who works one or more days in any work week Monday through Sunday.

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

Payment Schedule

Effective	03/09/2009	\$304.35 per week
Effective	05/30/2009	\$230.95
Effective	04/04/2010	\$247.10
Effective	04/03/2011	\$259.30

SECTION 2. Pension The Employer agrees to pay to Central States Southeast and Southwest Areas Pension Fund for each eligible employee covered by this Agreement who is on the regular seniority list starting the 31st calendar day after hire a contribution as follows to provide series 16 pension:

<u>Effective Date</u>	<u>Per day:</u>	<u>Maximum per week</u>
April 26, 2009	\$20.70	
April 25, 2010	\$22.40	
May 1, 2011	\$24.20	
April 29, 2012	\$26.10	

All payments to Central States Southeast and Southwest Areas Pension Fund must be made within ten (10) days from the end of each calendar month to the: American National Bank P.O. Box 31, Chicago, IL 60609, Account NO. 1100.

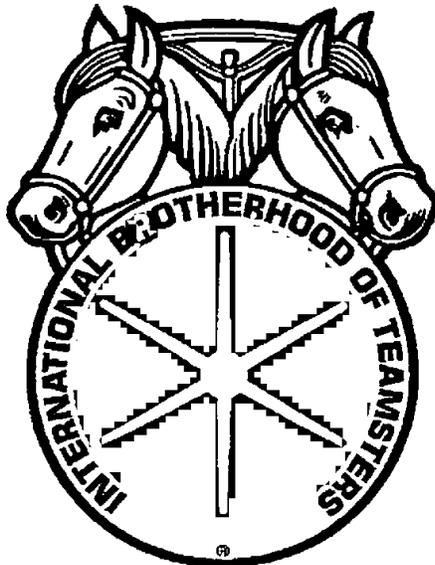
Contributions to the Pension Fund shall be made for each day on each regular employee who performs work for the employer on that day and although contributions may be made for that day into some other Pension Fund, provided however, that the maximum contribution in any one week shall be accordance with the above.

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

If an employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of six (6) weeks. If an employee is injured on the job the Employer will continue to pay the required contributions for which the employee would have been eligible but for such absence until the employee returns to work: provided however, that such contributions shall not be paid for a period of more than twelve (12) months.

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare Fund and/or the Pension Fund, in accordance with the rules and regulations

AGREEMENT BETWEEN
TEAMSTERS LOCAL UNION NO. 688
St. Louis, MO



AND

Loy Lange Box Company

August 1, 2014
Through
July 31, 2017

RECEIVED

JUN 22 2015

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, dated as of the 1st day of August, 2014, by and between LOY LANGE BOX COMPANY, or its successors, located in St. Louis, Missouri, hereinafter called the "Employer", Party of the First Part, and TEAMSTER'S LOCAL UNION NO. 688, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, Party of the Second Part, hereinafter called the "Union", is for the purpose of establishing rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I

Recognition

Section 1. The Employer agrees to recognize, and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agency for all production and maintenance employees of the Employer's St. Louis, Missouri facility, excluding drivers, office clerical and professional employees, guards and supervisors as defined in the Act.

Section 2. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

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

ARTICLE II

Representation

Section 1. The Union shall select and be represented by Shop Stewards on the basis of one steward for each 25 employees or major part thereof. The names of those stewards shall be certified in writing by the Union to the Employer.

Section 2. The stewards shall meet with management as often as necessary to consider grievances.

Section 3. No steward shall be transferred from one shift to another unless through mutual agreement between the Employer and the Union.

The Company shall continue its practice of permitting an employee to take a day off without pay to attend the funeral of other relatives of the employee.

ARTICLE XXXII

Discharge or Suspension

The Employer shall not discharge or suspend any employee without just cause. Discharge must be by written notice delivered in person or sent by certified mail to the employee to his last known address, with a copy to the Local Union and Shop Steward affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated with full, partial, or no compensation for time lost. Appeal from discharge, suspension or warning notice must be made within five (5) days by written notice.

ARTICLE XXXIII

Pensions

The Employer agrees to continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund the following amount for each employee who has been on the payroll thirty (30) days or more.

Pension contributions shall be as follows:

Effective 8/1/14	\$58.50 per week per employee
Effective 8/1/15	\$63.50 per week per employee
Effective 8/1/16	\$68.60 per week per employee

The 10% surcharge shall cease

Under no circumstances shall the Employer be required to make payments under this Article in excess of those specific above during the terms of this Agreement.

ARTICLE XXXIV

Medicare

The Employer shall pay \$21.50 per week, per year for each regular employee of the Employer covered by this Agreement for the term of this Agreement. Such payments shall be made by the Employer to the Trustees of a trust under a certain indenture created for the purpose of providing medical benefits and care for the employees and their spouses and/or life insurance for said employees (all as therein defined) subsequent to said employees' retirement, and the form and provisions of which trust are expressly agreed and approved by the Employer as though incorporated

FRANK LUCCO COMPANY, INC.
AND
TEAMSTER LOCAL UNION NO.348

EFFECTIVE NOVEMBER 2, 2013
TERMINATION NOVEMBER 2, 2018

RECEIVED
FEB 19 2014
CONTRACT
DEPARTMENT

AGREEMENT

This Agreement by and between Frank Lucco Company, Incorporated, party of the first part, and Teamsters Local Union No. 348, affiliated with the International Brotherhood of Teamsters, party of the second part.

ARTICLE 1

UNION SHOP

Section 1. The Union shall be the sole representative of those classifications of the employees covered by this Agreement in collective bargaining with the Employer. The Employer agrees that any and all employees covered by this Agreement and within the classifications of work as herein provided shall become and remain members of the Union in good standing as a condition of continued employment immediately following the first thirty (30) days of their employment. It is understood that application for membership in the Union shall be made by all employees covered hereunder immediately following said first thirty (30) days of employment. The Employer shall notify the Union in writing as to the date of original employment. The Employer may call the Union for men when required. A non-union member may be hired, provided application for membership in the Union be made by said non-union member as provided herein above.

ARTICLE 2

WORK WEEK

Section 1. The regular work week shall consist of forty (40) hours divided into eight (8) consecutive hours per day, and five (5) days per week. Any time worked in excess of eight (8) hours shall be paid for at time and one-half (1 ½). Any time worked in excess of forty (40) hours in any one (1) week shall be paid for at the rate of time and one-half (1 ½). The start time shall be between 6:00 a.m. and 9:00 a.m.

ARTICLE 3

STARTING TIME

Section 1. The Employer shall notify all regular employees as to the time of day regular employees shall report to work and regular employees shall be notified by the Employer when leaving garage at close of day's work as to any change of time to report to work for the following day. Members reporting for work shall receive not less than three (3) hours for reporting when work is not available, and in no event shall members take time off for overtime worked.

ARTICLE 4

HOLIDAYS AND SUNDAYS

Section 1. Employees required to work on Sunday or any of the following holidays, shall be paid at the rate of two (2) times their regular rate:

New Years Day
Fourth of July

Thanksgiving Day
Decoration Day

Christmas Day
Labor Day

In no event shall members be required to work on Labor Day.

Section 2. Any employee having a record of service of ninety (90) days or more shall be paid one

ARTICLE 9

HEALTH AND WELFARE

Section 1. The Employer agrees to contribute to the Teamsters Local No. 348 Health and Welfare Fund the following amounts for each employee covered by this Agreement:

Effective January 1, 2013 the current Health & Welfare rate is one thousand one hundred and ninety-seven dollars (\$1,197.00) per employee. per month.

Effective January 1, 2014	The maximum increase shall not be more than 10%
Effective January 1, 2015	The maximum increase shall not be more than 10%.
Effective January 1, 2016	The maximum increase shall not be more than 10%.
Effective January 1, 2017	The maximum increase shall not be more than 10%
Effective January 1, 2018	The maximum increase shall not be more than 10%

The Employer shall continue to pay Health and Welfare payments for one (1) month after the month in which employee is laid off.

The Employer shall continue to pay contributions for employees for a period of three (3) months if the employee is absent for any reason.

The Employer shall remit all contributions by the 10th day of each month for that month. Late contributions shall be subject to a 10% late charge.

Benefits shall be covered in a booklet attached and shall be amended and up-dated from time to time subject to the provisions of the Trust Agreement and Applicable Law.

Retirees shall be covered by the Health and Welfare program from age 57 to age 65.

In the event the Teamsters Local #348 Health & Welfare Fund Premiums rise in excess of five percent (5%) per year, the employee will pay the difference above five percent (5%) in that given year.

ARTICLE 10

PENSION

Section 1. Employer agrees to contribute to Central States, Southeast Area Pension Fund the following amounts per week for each employee covered by this Agreement upon completion of thirty (30) days of coverage by this Agreement:

The current pension rate is one hundred thirty-two dollars and thirty cents (\$132.30) per week, per employee.

Effective April 28, 2014	\$140.20
Effective April 28, 2015	\$148.60
Effective April 28, 2016	\$154.50
Effective April 28, 2017	\$160.70
Effective April 28, 2018	\$167.10

The Employer shall continue to pay pension contributions for one (1) month after the month in which employee is laid off.

The Employer shall continue to pay pension contributions for employees for a period of three (3) months if the employee is absent for any reason.

THIS AGREEMENT ENTERED INTO BY AND BETWEEN
CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN, AND HELPERS,
LOCAL UNION NO. 135, affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

AND

LYNN TRUCKING, INC.

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FEB 05 2014

CONTRACT
DEPARTMENT

May 1, 2013 to April 30, 2016

PREAMBLE

The Lynn Trucking, Inc., hereinafter referred to as the Company or Employer and the Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135, affiliated with the International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1 UNION SHOP

Section 1. The employer recognizes and acknowledges that the Union shall be the exclusive representative of all employees in the classifications of work

the highest paying dispatch available at the time of dispatch.

Section 5. Any grievance from an employee concerning percentage pay will be settled by a copy of the company invoice to the customer.

ARTICLE 25

PENSION

Section 1. Effective May 1, 2013 the Company shall contribute to CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of Seventy-OneDollars and twenty cents (\$71.20) per week for each employee.

Section 2. Effective May 1, 2014 the Company shall contribute the sum of Seventy-four Dollars (\$74.00) per week for each employee.

Section 3. Effective May 1, 2015 the Company shall contribute the sum of Seventy-seven Dollars and (\$77.00) per week for each employee.

Section 4. An employee will become eligible for this benefit on his 30th day of employment.

Section 5. If an employee is absent because of illness or off-the-job injury and has notified the Company of such absence with a valid doctor's certificate, the Employer shall continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contribution until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Section 6. Contributions to the Fund must be made for each week on each regular employee that performs any work under this paragraph.

Section 7. It is understood that this Fund will be the only Pension Fund to which the Employer must contribute, regardless of where or what type work is performed by the employee.

Section 8. Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement (cba)

after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

ARTICLE 26

HEALTH AND WELFARE

Section 1. The Company shall continue to provide a Company Health and Welfare Plan for all employees covered by this Agreement. The Company shall advise the Union monthly of employees who are remitted on and so note any deletions and/or additions from the previous month's remittances. Further, the company shall provide each employee and the Union the Plan description including when new employees will become covered under the Plan, extensions of coverage when not employed, conversion rights and any other information in compliance with applicable law.

Section 2. The Company agrees that Health and Welfare will begin as of April 1, 1998 and will continue as long as the driver is on the seniority list.

ARTICLE 27

SUB CONTRACTORS-FLEET OWNERS-OWNER DRIVERS

Section 1. It is understood that any person, driver, or owner of, or for a person or entity that owns more than one truck that does work for that owner on Lynn

LOCAL UNION ADDENDUM TO
ARTICLES OF CONSTRUCTION AGREEMENT
ILLINOIS CONFERENCE OF TEAMSTERS
AND
ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
May 1, 2010-July 31, 2011

The Parties to this Addendum are MACC of Illinois, Inc. (CONTRACTOR), the ILLINOIS CONFERENCE OF TEAMSTERS, (CONFERENCE), the exclusive collective bargaining representative of the CONTRACTOR'S Teamster bargaining unit employees, and Local No. 26 (LOCAL UNION), an affiliate of the Illinois Conference of Teamsters, which acts as the duly authorized representative of the CONFERENCE in entering into this Addendum. The language and provisions in this Addendum supersedes any and all contrary terms that are stated in the referenced Master Agreement.

- A. As a signatory to the 2010-2011 Articles of Construction Agreement, CONTRACTOR acknowledges that CONFERENCE is and remains the duly authorized bargaining representative of CONTRACTOR'S Teamster bargaining unit employees. LOCAL UNION signatory to this Addendum acknowledges that it has negotiated the terms and provisions solely as duly authorized agent of CONFERENCE, which remains the duly recognized exclusive bargaining representative of CONTRACTOR'S Teamster employees.
- B. The terms of this Addendum shall apply only to work performed in the jurisdictional area of LOCAL UNION. The terms of the Master Agreement, known as the 2010-2011 Articles of Construction Agreement (Master Agreement), which are incorporated by reference herein, shall apply only to work performed by CONTRACTOR in the jurisdictional area of LOCAL UNION. Express or implied no- strike provisions in this Addendum or in the Master Agreement, including grievance and arbitration procedures, shall apply only to work performed by CONTRACTOR in the jurisdictional area of LOCAL UNION.
- C. This addendum shall take effect when it is signed by LOCAL UNION, on behalf of CONFERENCE, and CONTRACTOR, following ratification by the membership. It is expressly understood and agreed by the parties that all provisions of the Master Agreement are incorporated by reference in this Addendum, and that CONTRACTOR and LOCAL UNION shall sign and execute the Master Agreement when it is presented in written form.
- D. The following negotiated provisions shall apply to this Addendum:
 - 1. Nothing in the Master Agreement will affect or change CONTRACTOR'S assignment of articulated dump work at its pits, quarries or any other locations.

2. The Local Union will use its best efforts to arrange for one (1) Teamster/Laborer dual card employee. Said employee to be from current seniority list.
3. CONTRACTOR will make pension contributions on a daily basis during the life of the Master Agreement. Effective May 1, 2010 the CONTRACTOR shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of thirty six dollars (\$36.00) per day. An employee must actually begin to work to receive the pension contribution for that day. Effective May 1, 2011 the daily pension contribution rate shall increase to thirty eight dollars and twenty cents (\$38.20) per day.
4. Employees shall be allowed one (1) hour show-up time unless called off one (1) hour in advance of their scheduled starting times. In addition, employees shall be paid only for time actually worked in the event of equipment breakdown or inclement weather conditions.
5. CONTRACTOR may utilize staggered starting times between 6:00 A.M. and 8:00 A.M., at any intervals as determined by CONTRACTOR, with no overtime for early starts, except as may be required by law.
6. All jurisdictional disputes between or among building and construction trades unions and employers shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department if all unions involved in the dispute are party to the plan. Decisions rendered shall be final, binding, and conclusive on CONTRACTOR and the LOCAL UNION.
7. Drivers of contractor-owned, leased or hired pick-up trucks shall be Teamsters, when hauling tools, materials, supplies, parts and equipment to and from and on the job site, except when used by CONTRACTOR'S supervisory personnel for their own transportation, or the transportation of workers and their tools on the job site, or for the use of a mechanic for the transportation of himself/herself, his/her tools and repair parts to a repair job and except survey trucks hauling surveyor and his/her tools and additional workers. A non-bargaining unit employee shall be permitted to move equipment on the job site, which is incidental to their duties. However, this is not intended for the purposes of transportation or distribution. Pick-up trucks owned by any one other than the contractors will not be used for anything other than transportation of the owner.

8. If the LOCAL UNION enters into any collective bargaining agreement with another contractor, group of contractors, or association of contractors, providing for more advantageous, from CONTRACTOR'S viewpoint, wages, hours or working conditions than what are contained in the Master Agreement or this Addendum, CONTRACTOR, when in competition with said other contractor on a particular project may apply and follow these more favorable terms. Upon request, the LOCAL UNION will permit CONTRACTOR to review, at LOCAL UNION'S Champaign office, agreements between LOCAL UNION and CONTRACTOR'S competitors.
9. A statement on the signature page will read as follows: "This Master Agreement is only effective in the jurisdiction of Teamsters Local #26."
10. Seniority rights, if any, shall be the same as practiced by the CONTRACTOR in the past.
11. CONTRACTOR will agree to pay wage and benefit increases as set forth in the Master Agreement retroactive to May 1, 2010. However, if any other contractor negotiates lesser rates and/or is given a better agreement as to retroactivity, CONTRACTOR will be given the same arrangement.
12. This Master Agreement and Local Union Addendum shall become effective as of the 1st day of May, 2010 and shall remain in full force and effect until the 31st day of July, 2011 and each year thereafter unless written notice of termination or desired modifications is given at least sixty (60) days up to ninety (90) days prior to the expiration date of the contract by either of the parties hereto.

Teamsters Local No. 26

By: *Rafael A. Johnson*

Dated: 6-17-10

MACC of Illinois, Inc.

By: *James P. ...*

Dated: 6/17/10

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MAR 24 2011

**CONTRACT
DEPARTMENT**

A G R E E M E N T

between

M. A. K. ENTERPRISE, INC.

and

**GENERAL TEAMSTERS
LOCAL UNION NO. 406**

affiliated with the
International Brotherhood of Teamsters

February 28, 2011- - - February 28, 2016

AGREEMENT

ARTICLE 1 PREAMBLE

THIS AGREEMENT, made and entered into by and between M.A.K. ENTERPRISE, INC., a Michigan Corporation, hereinafter referred to as "Company," party of the first part, and GENERAL TEAMSTERS LOCAL UNION NO. 406, affiliated with the International Brotherhood of Teamsters;

WHEREAS: both parties are desirous of preventing strikes, maintaining good working conditions and hours of employees, a uniform wage scale and to facilitate peaceful adjustment of all grievances which may arise from time to time between the Company and the employee, it is agreed as follows:

ARTICLE 2 RECOGNITION

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. The Employer agrees that any and all employees within the classification of work as herein provided shall be members of the Union in good standing as a condition of employment. When the Employer needs additional men/women, he/she shall give the Union equal opportunity with all other resources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. If a non-member is hired, he/she shall work under the provisions of this Agreement, shall make application for membership in the Union, and become a member no later than his/her thirty-first (31st) working day of his/her employment, and shall thereafter maintain membership in good standing in the Union as a condition of continued employment. All newly hired employees shall work on a sixty (60) working day probationary period with the Company; provided, however, that during such probationary period, the following Articles shall not apply to such employee:

Article 6, Article 7, Article 13,

Article 14, Article 17, Article 19

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addition to the services and products to be sold, the methods and processes used are solely and exclusively matters to be decided by the Company.

ARTICLE 17
MEDICAL INSURANCE / PENSION

The Company agrees to provide and maintain the current medical coverage (or substantial equivalent) for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified. The plan is Priority Health, with a \$30.00 Office Co-Pay, \$1000/\$2,000 Deductible, 80%/20% Coinsurance; \$15/\$50 (Generic/Brand) Prescription Drug Plan.

Effective March 1, 2011:

\$326.18 (single) \$717.59 (married) \$896.98 (family)

The Company will pick up the first 8% of any yearly increase. If the increase exceeds 8%, the Company and the Union will discuss a way to either pay for the increase, or adjust the benefit level to have no increase. There are to be no changes to the current plan without contacting the Local Union, and a vote of approval from the Bargaining Unit.

Employees shall be responsible for the following weekly co-pays:

Married coverage	-	\$10.00
Family coverage	-	\$20.00

The Company also agrees to provide Dental coverage for each employee and his dependents covered by this Agreement who is on the regular seniority list through the Michigan Conference of Teamsters Welfare Fund.

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

(PENSION)

Additionally, the Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list;

Effective:	February 28, 2011	\$115.60
Effective:	February 29, 2012	\$124.80
Effective:	February 28, 2013	\$132.30
Effective:	February 28, 2014	\$140.20
Effective:	February 28, 2015	\$148.60

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

Contributions to the Health and Welfare Funds and Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Contract, and although contributions may be made for those weeks into some other health and welfare and pension fund. Contributions will be remitted to the Central States Pension Fund on behalf on all regular employees after they have been on the Employer's payroll for 30 calendar days.

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

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

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

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

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

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

By the execution of this Agreement, the Company authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such

funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 18
NO STRIKE, NO LOCKOUT CLAUSE

In consideration of the Agreement made herein, it is agreed by the Union for itself and the individual employees, that there shall be no strikes, slowdowns, or work stoppages of any kind for the duration of this contract, provided, however, that if wages are reopened under the provisions of this Agreement, this clause shall not apply to negotiations under such wage reopening.

ARTICLE 19
SUBPOENA PAY

An employee with seniority shall be paid for all time lost during time he/she would otherwise be working for the Company at the hourly straight time rate (up to a maximum of 8 hours per day) for non-parties, non-defendants (criminal cases) for appearances in Courts of Record in the State of Michigan required by subpoena issued by such Court(s).

Provisions for return to work and payment hereunder shall be the same as those set forth in Article 21, "Jury Duty."

ARTICLE 20
FUNERAL LEAVE

In the event of a death of an employee's spouse or child, you will be allowed up to three (3) days off with pay (i.e., eight (8) hours pay per day at the employee's base rate) immediately following the death to plan for and attend the funeral.

In the event of death in the immediate family, you will be allowed up to two (2) days off with pay for the same reason. "Immediate family" is defined as mother, father, mother-in-law or father-in-law, brother or sister.

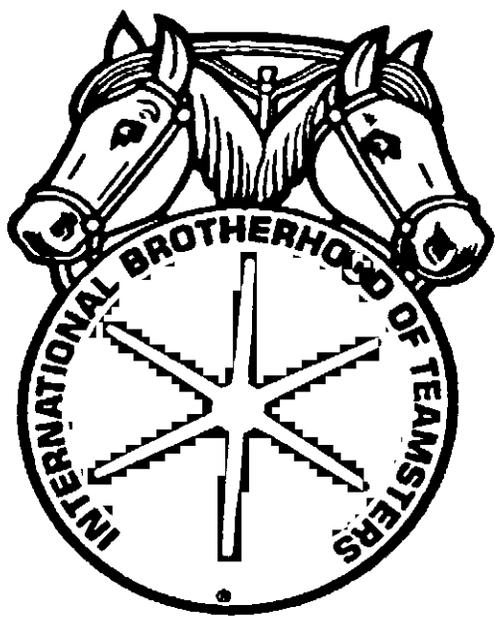
ARTICLE 21
JURY DUTY

An employee with seniority who is summoned and reports for jury duty, as prescribed by applicable law, during a time he/she would otherwise be working for the Company, shall be paid by the Company an amount equal to what he/she would have earned less the daily jury duty fee paid by the Court (not including travel or reimbursement of expenses), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Company. If an employee reports for jury duty but is officially

**COLLECTIVE BARGAINING
AGREEMENT**

**M. G. A., INC.
AND**

TEAMSTERS LOCAL UNION NO. 43



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DEPARTMENT

MAY 1, 2013-APRIL 30, 2016

THIS AGREEMENT, mutually made and entered into by and between the undersigned, **M.G.A., INC.**, parties of the first part, hereinafter called the Employer, and **TEAMSTERS LOCAL UNION NO. 43**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, as sole bargaining representatives for milk and dairy employees under the jurisdiction of the Union at Racine, Wisconsin and vicinity.

SCOPE OF OPERATIONS COVERED

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

ARTICLE 1. UNION SECURITY CLAUSE

Section 1. All present employees under Local 43's jurisdiction on the effective date of this section or on the date of execution of this Agreement whichever is the later, shall remain members of the local union in good standing as a condition of employment. All present employees who are not members of the local union and all employees who are hired hereafter shall become and remain members in good standing of the local union as condition of employment on and after 31 calendar days following the beginning of their employment, or on and after 31 calendar days following the effective date of this section, whichever is the later. The failure of any employee to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such employee.

Section 2. When the Employer needs additional men he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

Section 3. No provision of this article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before such provision may become effective, such additional requirements shall first be met.

Section 4. It is understood that all new employees shall be employed for a thirty (30) calendar day probationary period. If an employee is retained after the probationary period, the employee shall be placed upon the regular seniority list of the Employer, and his/her seniority shall date back to the employee's first date of employment. If there is doubt as to the acceptability of the employee during the probationary period; the Employer may request to extend the probationary period with the consent of the Union and the employee involved for an additional thirty (30) calendar days, to be signed in writing, by all parties.

Section 7. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

Section 8. Notwithstanding anything herein contained, it is agreed that in the event any employee is delinquent at the end of a period in the payment of his/her contribution to the Health & Welfare and Pension Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours written notice to the Employer of such delinquency in health and welfare or pension payments, the employees of their representative shall have the right to take such actions as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for health & welfare and pension losses resulting therefrom.

ARTICLE 33. COMPENSATION CLAIMS

The Employer agrees to cooperate with the employee in furnishing necessary information forms, etc. in order that prompt settlement of just claims may be made of compensation claims.

ARTICLE 34. PENSION PLAN

Effective **May 1, 2013**, the Employer shall continue to contribute to the Central States, Southeast and Southeast Area Pension Fund, the sum of **one hundred ninety three dollars and ten cents (\$193.10) per week** for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective **May 1, 2014**, the Employer shall continue to contribute to the Central States, Southeast and Southeast Area Pension Fund, the sum of **Two hundred four dollars and seventy cents (\$204.70) per week** for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective **May 1, 2015**, the Employer shall continue to contribute to the Central States, Southeast and Southeast Area Pension Fund, the sum of **Two hundred seventeen dollars (\$217.00) per week** for each employee covered by this Agreement who has been on the payroll thirty (30) days or more

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

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

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

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

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

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

ARTICLE 35. D.R.I.V.E. AUTHORIZATION & DEDUCTION

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D. R. I. V. E. D. R. I. V. E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D. R. I. V. E. National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

ARTICLE 36. DURATION

Section 1. This Agreement shall be in full force and effect from **May 1, 2013, through April 30, 2016** and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days and not more than ninety (90) days, prior to the date of expiration.

**MIK COOPERATIVE TRUCKING ASSOCIATION
ADDENDUM TO THE JOINT STATE RIDER AND
CENTRAL STATES AREA TANK TRUCK AGREEMENT**

PRELIMINARY STATEMENT

- A. The following is our Company's offer for the expiring agreement between MIK Cooperative Trucking Association (Princeton, Minnesota Tank Truck Driver Employees) and Teamsters Local Union #120, affiliated with the International Brotherhood of Teamsters, Teamsters Joint Council 32.
- B. This Addendum is incorporated by replacing and/or amending and/or adding to the Joint State Rider and Central States Area Master Tank Truck Agreement for the period covered November 15, 2014 through November 14, 2017.
- C. In the event there is a conflict between the terms of said Joint State Rider or Master Agreement and this Addendum, the terms of the Addendum shall prevail.
- D. Any changes in the Master Agreement and the Joint State Rider by virtue of replacement and/or amending, for the purpose of clarity, are referred to herein by the same Article and Section number in the Master Agreement and/or Joint State Rider.
- E. Additional Articles and Sections not contained in the Master Agreement and or the Joint State Rider will be numbered and designated as "Additional Contract Articles and Sections".
- F. The parties to this Addendum are MIK Cooperative Trucking Association referred to herein as the Employer and Teamsters Local #120, St. Paul, Minnesota referred to herein as the Union.
- G. Employer and the referred to Local hereby adopt the above preliminary statement above set out as part of this Addendum and further agree as follows:

ARTICLE 5
SENIORITY

Section 5.3

- (c) The Company agrees to maintain their seniority employees from number one (1) to number four (4) for the life of the agreement subject to lay-off and just cause discharge provisions of the Contract. Provided all such four (4) seniority employees are working, then the Company may supplement the workforce with seasonal or casual workers who will not be members of the Union and who will not be subject to the Central States Master Tank Truck Agreement. The number of available seasonal or casual workers will be doubled to eight (8) during the months of December and January.

ARTICLE 29 - PENSION (Plan 18)

11/15/14	\$279.60 per week
11/15/15	\$290.80 per week
11/15/16	\$302.40 per week
11/15/17	\$314.50 per week

MIK COOPERATIVE TRUCKING ASSOC.

By: *Tim Kausung*
Title: *President*
Dated: *1-12-2015*

TEAMSTERS LOCAL NO. 120

By: *[Signature]*
Title: *Asst Trustee*
Dated: *12/18/14*

By: *[Signature]*
Title: *Business Agent*
Dated: *12/18/14*

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ADDENDUM

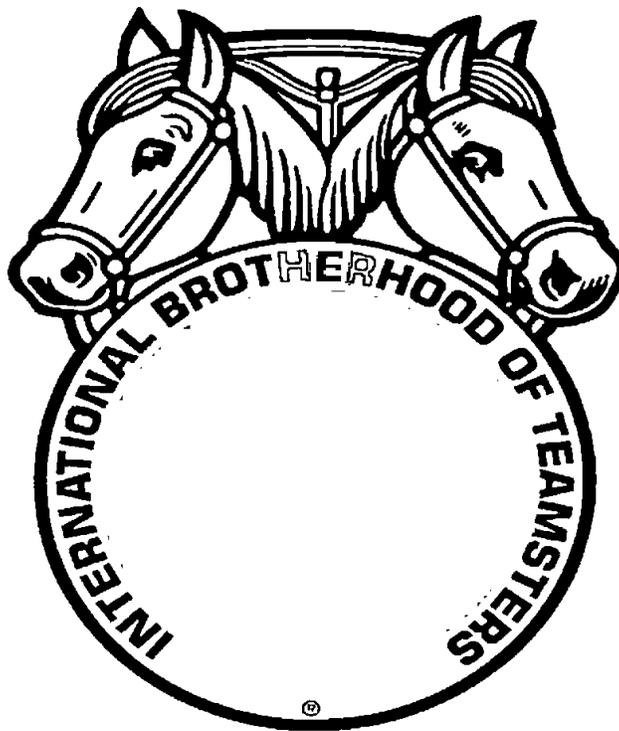
NATIONAL MASTER TANK HAUL AGREEMENT

BETWEEN

M & M TRUCK PARTS SALES, INC.

AND

GENERAL TEAMSTERS



LOCAL UNION NO. 406

EFFECTIVE

NOVEMBER 15, 2014

THROUGH

NOVEMBER 14, 2017

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DEPARTMENT

By: Teamsters Local 406/Escaaba

ADDENDUM

This Addendum shall be attached to and become a part of the National Master Tank Haul Agreement referred to above. If any Article or paragraph of the Addendum conflicts with the above mentioned Tank Haul Agreement, that Article or paragraph shall supersede the terms and conditions as set forth in the Tank Haul Agreement.

ARTICLE 2 Union Shop and Dues

Section 2.2

Change to read as follows:

A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) working days or sixty (60) calendar days, whichever comes sooner, trial basis, during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

In case of discipline within the thirty (30) working days or sixty (60) calendar days, whichever comes sooner, the Employer shall notify the Local Union in writing.

Any new employee who is employed by the Employer for one (1) year shall be considered a regular employee and placed on the seniority list provided that he has worked enough hours to meet one of the two below listed requirements:

1. He shall have worked three hundred (300) hours within any ninety (90) day calendar period or,
2. He shall have worked a total of five hundred (500) hours within any twelve (12) month period.

Hours worked by non-seniority employees when replacing seniority employees who are not available for work shall not count as hours of work for the purpose of meeting either the three hundred (300) hour or five hundred (500) hour requirements in the preceding two paragraphs.

Employees shall be deemed to be probationary until they work enough hours to satisfy one of the above two requirements and have been employed for at least one (1) year. This one (1) year time period may be waived by the Employer. The Employer shall notify the Union of all new employees hired when the probationary period is completed.

If at the end of his first year of employment any new employee has not worked enough hours to satisfy one of the above two work requirements, he shall remain a probationary employee until such time as he works enough hours to meet one of the requirements.

Once a new employee works enough hours to meet one of the above two requirements his seniority date shall be established as the earlier of the following two dates: The first day worked in the first ninety (90) day calendar period in which he worked three hundred (300) hours or three hundred (300) hours back from the day he worked his five hundredth (500) hour in any twelve (12) month period.

Section 39.2

Change to read as follows:

All employees called to work on any of the listed holidays shall be paid not less than two times (2X) the hourly and mileage rates plus the eight (8) hour holiday pay.

ARTICLE 40
Health and Welfare Benefits

Change first three paragraphs to read as follows:

The Employer agrees to pay into the Central States Health and Welfare Fund NK Tank Haul Plan the following amounts for each regular full-time employee beginning after thirty (30) calendar days of employment for each week he or she works. Employees working temporarily or in cases of emergency shall not be covered by the provisions of this paragraph.

<u>EFFECTIVE DATE</u>	<u>CONTRIBUTION RATE</u>
November 16, 2014	\$304.80/week
November 15, 2015	\$333.40/week*
November 13, 2016	\$364.90/week*

* The contribution rate effective November 15, 2015 and November 13, 2016 shall not exceed the rates listed above.

Employer agrees if the health insurance premiums are actually lower than the above agreed upon rates the weekly savings will be split between the Employer and employee 50/50. The employee portion will be paid weekly on their paycheck.

ARTICLE 41
Pensions

Change first five paragraphs to read as follows:

The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, the following Pension premium for each regular full-time employee beginning after thirty (30) calendar days of employment for each week he or she works. Employees working temporarily or in cases of emergency shall not be covered by the provisions of this paragraph.

<u>EFFECTIVE DATE</u>	<u>CONTRIBUTION RATE</u>
November 15, 2014	\$198.60/week
November 15, 2015	\$206.50/week
November 15, 2016	\$214.80/week
November 15, 2017	\$223.40/week
November 15, 2018	\$232.30/week

COMPLIANCE AGREEMENT

THIS AGREEMENT is made by and between MSG Chicago, LLC, hereinafter called "Employer", and Local Union No. 727, I. B. of T., hereinafter called "Union."

1. The Employer agrees to adopt, abide by and be bound by (a) all the terms and provisions of the Collective Bargaining Agreement (hereinafter collectively referred to as the "Principal Agreement") entered into by and between the Union and Trade Show Employers (hereinafter called the "Employers"), and (b) all matters relating to wages, hours, benefits, terms and conditions of employment, with the exception of Article 17, which requires contributions to the Teamsters Joint Council 25/65 Training Fund, set forth in the Principal Agreement with the same force and effect as though the Employer were a signatory to the Principal Agreement and as though the Principal Agreement was fully set forth herein. The Employer also agrees to adopt, abide by and be bound by all extensions, renewals, modifications and amendments of the Principal Agreement and all Agreements subsequent to the Principal Agreement between the Employers and the Union.

2. The Employer agrees to become a party to and be bound by all the terms and provisions of:

(a) The Restated Agreement and Declaration of Trust and all present and subsequent amendments thereto of the Teamsters Local Union No. 727 Health and Welfare Fund;

(b) The Restated Agreement and Declaration of Trust and all present and subsequent amendments thereto of the Teamsters Local Union No. 727 Legal and Educational Assistance Fund;

(c) The Restated Agreement and Declaration of Trust and all present and subsequent amendments thereto of the Teamsters Local Union No. 727 Vacation Savings Fund;

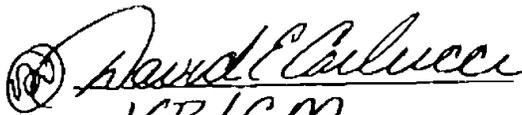
with the same force and effect as though the Declarations of Trust referred to above in (a) and (b) were set forth herein and as though the Employer originally signed the same Declarations of Trust and amendments; and the Employer agrees to make payments covering all employees represented by Local Union No. 727 to said Plans as required by the Principal Agreement, extensions and renewals thereof, and any modifications or amendments thereto, and the Amended Agreements and Declarations of Trust of the aforesaid Plans. The Employer hereby

authorizes the Employer Trustees named in the aforesaid respective Trust Agreements and their successors to act for and on its behalf.

3. This Compliance Agreement shall remain in full force and effect until December 31, 2010, and from year to year thereafter, provided; however, that this Compliance Agreement may be terminated by either party upon written notice to the other at least sixty (60) days prior to December 31st of any subsequent year.

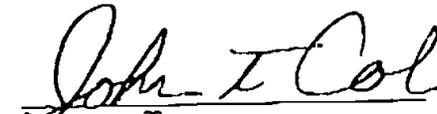
AGREED as of the 1st day of January 2010. _____

By Employer:



VP/GM
(Title)

By Union:



Secretary-Treasurer

Formerly known as Mc'S Drywall Supply

WORKING AGREEMENT

BETWEEN

**L & W SUPPLY COMPANY BURNSVILLE
& ANDOVER**

AND

TEAMSTERS LOCAL 120

BLAINE, MN

**Affiliated with the International Brotherhood of
Teamsters**

February 1, 2015 - March 1, 2018

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MAR 06 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

**BETWEEN
L & W SUPPLY COMPANY – BURNSVILLE & ANDOVER
AND
TEAMSTERS LOCAL UNION NO. 120**

THIS IS A COMPLETE AGREEMENT BETWEEN L & W SUPPLY COMPANY, HEREINAFTER REFERRED TO AS THE EMPLOYER, AND TEAMSTERS LOCAL UNION NO. 120, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER REFERRED TO AS THE UNION.

ARTICLE I - RECOGNITION

SECTION 1. THE EMPLOYER RECOGNIZES THE UNION AS THE EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES FOR THE PURPOSE OF COLLECTIVE BARGAINING WITH RESPECT TO THEIR WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT, IN ACCORDANCE WITH THE NATIONAL LABOR RELATIONS ACT, AS AMENDED.

SECTION 2. FOR PURPOSES OF THIS AGREEMENT, THE TERM "EMPLOYEE" SHALL REFER TO AND INCLUDE THE FOLLOWING CLASSIFICATIONS OF EMPLOYEES EMPLOYED BY THE EMPLOYER AT ITS FACILITIES LOCATED AT 12450 BEARD AVENUE SOUTH, BURNSVILLE, MINNESOTA, AND 13586 THRUSH ST. N.W. ANDOVER, MINNESOTA: FORKLIFT OPERATORS, DRIVERS, STOCKERS, HELPERS AND WAREHOUSEMEN.

SECTION 3. THIS AGREEMENT SHALL NOT APPLY TO OR INCLUDE THE FOLLOWING: ALL OTHER EMPLOYEES, OFFICE, CLERICAL, GUARDS, WATCHMEN, DISPATCHERS AND SUPERVISORS AS DEFINED IN THE ACT.

ARTICLE II - UNION AFFAIRS

SECTION 1. ALL EMPLOYEES WHO ARE NOT ALREADY MEMBERS OF THE UNION SHALL, AS A CONDITION OF EMPLOYMENT, BECOME MEMBERS OF AND MAINTAIN MEMBERSHIP IN THE UNION WITHIN THIRTY (30) DAYS FOLLOWING THE BEGINNING OF EMPLOYMENT OR THE EFFECTIVE DATE OF THIS AGREEMENT, WHICHEVER IS THE LATER. ALL EMPLOYEES SHALL CONTINUE MEMBERSHIP IN THE UNION AS A CONDITION OF CONTINUED EMPLOYMENT. EMPLOYEES WHO PAY THE LOCAL UNION'S INITIATION FEES (IF ANY) AND DUES RELATING TO THE UNION'S REPRESENTATIONAL FUNCTION SHALL BE DEEMED TO HAVE SATISFIED THE MEMBERSHIP IN GOOD STANDING OBLIGATION.

SECTION 2. THE EMPLOYER SHALL DEDUCT THE STANDARD MONTHLY UNION DUES, APPLIED UNIFORMLY TO ALL EMPLOYEES, FROM THE SECOND REGULAR

SET FORTH HEREIN, SUCH EMPLOYEE SHALL NOT HAVE HIS RATE REDUCED AS A RESULT OF THE SIGNING OF THIS AGREEMENT. ANY WAGE DIFFERENTIAL OR SPECIAL WORKING CONDITIONS ALLOWED TO AN INDIVIDUAL AS A REWARD OF HIS OWN MERIT SHALL APPLY TO HIM ONLY AS AN INDIVIDUAL AND NOT TO THE JOB. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO PROHIBIT THE EMPLOYER FROM PAYING ABOVE THE MINIMUMS SET FORTH HEREIN. ALL EMPLOYEES SHALL BE PAID IN FULL EACH WEEK.

ARTICLE XVI - HEALTH AND WELFARE

SECTION 1. THE EMPLOYER SHALL PROVIDE HEALTH AND WELFARE BENEFITS FOR THE LIFE OF THIS AGREEMENT. EMPLOYEES WILL PARTICIPATE IN THE USG CORPORATION SELECT BENEFIT PLAN IN ACCORDANCE WITH TERMS AND CONDITIONS OFFERED TO OTHER PLAN PARTICIPANTS. PLAN DESIGN, EMPLOYEE CONTRIBUTIONS AND BENEFIT OFFERINGS ARE CHANGED FROM TIME TO TIME AND THE COMPANY RESERVES THE SOLE DISCRETION TO MODIFY ITS BENEFIT OFFERING AT ANY TIME. A COPY OF CURRENT BENEFIT LEVELS WILL BE PROVIDED TO THE UNION. THE EMPLOYEES WILL SHARE SUCH COST AS DETERMINED BY USG CORPORATION.

SECTION 2. SHOULD QUESTIONS ARISE REGARDING THE ADMINISTRATION OR EXTENT OF BENEFITS AND/OR THE INTERPRETATION OR APPLICATION OF BENEFITS, THE PROVISIONS AS SET OUT IN THE OFFICIAL PLAN SHALL PREVAIL.

ARTICLE XVII - PENSION

SECTION 1. THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREA PENSION FUND, FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT, THE FOLLOWING SUM FOR EACH WEEK THE EMPLOYEE SHOWS EARNINGS ON THE EMPLOYER'S PAYROLL, SUCH MONEY TO BE USED FOR A PENSION PROGRAM FOR ALL SUCH EMPLOYEES UNDER RULES AND REGULATIONS PERMISSIBLE UNDER GOVERNING STATE AND FEDERAL LAWS:

EFFECTIVE DATE	WEEKLY CONTRIBUTION
CURRENT RATE	\$103.20
6-1-15	\$111.50
6-1-16	\$118.20
6-1-17	\$122.90

SECTION 2. THE PARTIES AGREE THAT BECAUSE THE TRUSTEES OF THE FUND WILL RELY ON THE EXECUTION OF THIS AGREEMENT TO RESTORE OR NOT TO REDUCE BENEFITS TO RETIRING EMPLOYEES, THIS AGREEMENT MAY NOT BE

MODIFIED, TERMINATED OR RESCINDED BY THE PARTIES, DIRECTLY OR INDIRECTLY, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE TRUSTEES.

SECTION 3. THE EMPLOYER AGREES TO ABIDE BY SUCH RULES AS MAY BE ESTABLISHED BY THE TRUSTEES OF SAID TRUST FUND TO FACILITATE THE DETERMINATION OF THE HOURS FOR WHICH CONTRIBUTIONS ARE DUE, THE PROMPT AND ORDERLY COLLECTION OF SUCH AMOUNTS AND THE ACCURATE REPORTING AND RECORDING OF SUCH HOURS AND SUCH AMOUNTS PAID ON ACCOUNT OF EACH MEMBER OF THE BARGAINING UNIT. FAILURE TO MAKE ALL PAYMENTS HEREIN PROVIDED FOR, WITHIN THE TIME SPECIFIED, SHALL BE A BREACH OF THIS AGREEMENT.

SECTION 4. THE COMPANY AGREES TO IMPLEMENT MINNESOTA TEAMSTERS 401K PLAN AND TO PAY ADMINISTRATIVE FEES.

ARTICLE XVIII - GENERAL PROVISIONS

SECTION 1. THE EMPLOYER AGREES TO USE ITS BEST EFFORTS TO SECURE PROMPT PAYMENT OF INJURY COMPENSATION CLAIMS BY THEIR INSURANCE CARRIERS, AS REQUIRED BY THE MINNESOTA WORKERS COMPENSATION ACT.

SECTION 2. THE EMPLOYER SHALL NOT ARBITRARILY CHARGE EMPLOYEES FOR ANY LOSS OR DAMAGE. THE EMPLOYER MAY PREFER CHARGES AGAINST AN EMPLOYEE FOR ALLEGED NEGLIGENCE RESULTING IN EXCESSIVE LOSS OR DAMAGE. THE UNION SHALL MAKE IMMEDIATE INVESTIGATION OF THE CHARGES AND A SETTLEMENT OF THE CASE SHALL BE MADE AS PROVIDED UNDER ARTICLE V OF THIS AGREEMENT.

SECTION 3. WHENEVER IT IS NECESSARY FOR A DULY AUTHORIZED REPRESENTATIVE OF THE UNION TO APPEAR UPON THE EMPLOYER'S PREMISES FOR THE PURPOSE OF INTERVIEWING MEMBERS RELATIVE TO THEIR DUES OR FOR THE PURPOSE OF INVESTIGATING GRIEVANCES OF UNION MEMBERS, OR FOR ANY OTHER PURPOSE AFFECTING THE COLLECTIVE BARGAINING RELATIONSHIP, IT SHALL BE CONSIDERED A LAWFUL ACT AND NOT IN VIOLATION OF THIS AGREEMENT, PROVIDED SUCH REPRESENTATIVE SHALL FIRST CALL AT THE OFFICE AND OBTAIN PERMISSION FROM THE MANAGER OF CENTER OPERATIONS OR HIS DESIGNATED REPRESENTATIVE.

SECTION 4. IN THE EVENT THAT THE EMPLOYER DELIBERATELY VIOLATES THE PROVISIONS OF THE FOREGOING ARTICLES OR DELIBERATELY VIOLATES ANY PROVISIONS ELSEWHERE IN THIS AGREEMENT RELATING TO WAGES, HOURS OF WORK, SENIORITY RIGHTS, OVERTIME DIFFERENTIALS AND VACATIONS, ANY BACK PAY OWED TO THE EMPLOYEE BECAUSE OF SUCH VIOLATION SHALL BE PAID BY THE EMPLOYER AT THE RATE OF TWO (2) TIMES THE STANDARD STRAIGHT TIME AND OVERTIME RATES. REASONABLE EVIDENCE OF CLERICAL ERROR OR HONEST MISTAKE IN INTERPRETATION SHALL EXEMPT THE

MTW, INC.
DAIRY AND DAIRY PRODUCTS AGREEMENT

JUNE 1, 2013 THRU MAY 28, 2016

This Agreement, made and entered into between MTW, Inc. hereinafter referred to as the "Employer" and General Teamsters Union Local 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1. SCOPE OF AGREEMENT

This Agreement covers all employees of the Employer working at or out of Sheboygan, Wisconsin, who are within the jurisdiction of the Union working on jobs hereinafter classified and described in the wage schedule.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agency for all of its employees covered by this Agreement. Excluded are office, clerical, professional and supervisory employees as defined in the Labor Management Relations Act as amended. The provisions of this Agreement shall be applied without regard to race, religion, color, age, sex or national origin. The Union agrees to cooperate with the Employer's policies of non-discrimination in all aspects of employment.

ARTICLE 3. UNION SECURITY

Section 1: ALL present employees who are members of the Local Union on the effective date of this Section shall remain members of the Local Union in good standing as a condition of continued employment. ALL present employees who are not members of the Local Union, and all employees who are hired hereafter shall on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Local Union as a condition of employment.

Section 2: Should any member of the Union be suspended or expelled from the Union, the Employer agrees to discharge such person within seven (7) days after receiving due notice from the officials of the Union, provided, however, that such discharge shall not contravene the provisions of the Labor Management Relations Act, as amended.

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

Section 4: A new employee shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) days, the employees shall be placed on the regular seniority list. In case of discipline within the thirty (30) day period, the Employer shall notify the Local Union in writing.

ARTICLE 43. CHANGE IN OPERATION

Any new jobs or new operations not classified or described in this Agreement shall be subject to immediate negotiations between the parties of this Agreement.

ARTICLE 44. PENSION FUND

Section 1: The Company shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of one hundred ninety-three dollars and ten cents (\$193.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. There shall be no other pension fund under this Agreement.

Effective 6-1-2014 the contribution will increase to two hundred four dollars and seventy cents (\$204.70) per week per employee.

Effective 6-1-2015 the contribution will increase to two hundred seventeen dollars (\$217.00) per week per employee.

Section 2: It is agreed that new employees acquire no right to pension benefits unless and until they are accepted as regular employees and otherwise qualified for such benefits as required by the Pension Plan. Neither do they acquire the rights of regular employees under this contract until they are accepted as such.

Section 3: By the execution of this Agreement, the Company authorizes the Employers Association of the Central States, Southeast and Southwest Areas Pension Fund to enter into appropriate Trust Agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all action already taken or to be taken by such Trustees within the scope of their authority. The Trustees of said Fund shall determine the kind and type of benefits to be provided for from said Fund and the Company shall not be liable or responsible for the payment of any benefits that may be provided for by said Fund, either directly or as guarantor.

Section 4: If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contribution for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contribution until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the employee shall pay to the Company, prior to taking his leave of absence, sufficient monies to pay the required weekly contribution into the Pension Fund during the entire period of absence. The Company will in no way be held responsible to the employee or to the Pension Fund if the employee fails to deposit sufficient money with the company to pay the required contribution during his period of absence.

Section 5: Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (CBA) after the employee has been on the Employer's payroll for thirty (30) calendar days, other than a casual employee. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any casual and extra casual employee (casual meaning an employee hired for short term or sporadic periods) works one thousand (1,000) or more hours in any calendar year, pension contributions will be required on the employee thereafter, for the remainder of that year, and for all subsequent years, in the same manner and amount as required by this contract for non-casual employees.

ARTICLE 45. INSPECTION PRIVILEGES

The authorized Business Representative of the Local Union shall be permitted on the Company's premises during working hours to confer with any employee covered by this Agreement at a place designated by the Company, provided he first advises Local Management, and provided, further, that the employee involved can be interviewed without unreasonable disturbance or other employees or curtailing production efficiency.

ARTICLE 46. FUNERAL ALLOWANCE

In case of death in the immediate family (spouse, child, grandchildren, father, mother, father-in-law, mother-in-law, sister or brother, current step-father, current step-mother, current step-brother or current step-sister) employees will be allowed time off, beginning with the date of death to and including day following the funeral, not to exceed three (3) scheduled working days at their regular straight time rate for the purpose of attending the funeral or making necessary burial arrangements. In case of death of the employee's grandparents, brother-in-law, sister-in-law, spouse's sister or brother's spouse, the employee shall be given the paid funeral leave for the day of the funeral, provided the employee was scheduled to work and attended the funeral. This provision shall not apply if an employee is on any kind of leave of absence, paid sick leave, vacation or layoff.

ARTICLE 47. JURY DUTY

Hourly paid employees, time spent for jury duty shall be considered as time worked up to a maximum of eight (8) hours each scheduled workday. Employees are to be paid the difference between their regular earnings and juror's fees. The provisions of this Article shall apply to any employee who has completed his or her probationary period, and provided further an employee shall report for work whenever possible during the period of jury duty.

ARTICLE 49. GENDER CLAUSE

Any gender reference in this Agreement is intended to apply to both female and male gender.

ARTICLE 50. TERM OF AGREEMENT

This Agreement shall be in effect as of June 1, 2013 and shall continue in full force and effect through May 28, 2016, and will continue thereafter from year to year unless notice of termination is given by either party at least sixty (60) days prior to May 28, 2016 or sixty (60) days prior to June 1st in any year thereafter.

Signed this 21ST day of October, 2013.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]

WAGE RATES
CLASSIFICATIONS

RECEIVED

	<u>6/1/2013</u>	<u>6/1/2014</u>	<u>5/31/2015</u>
Semi Drivers	\$22.59	OPEN	OPEN
Mechanics	\$22.84	OPEN	OPEN

DEC 06 2013

CONTRACT
DEPARTMENT

STARTING RATES

The starting rate for new employees shall be first one hundred twenty (120) days of employment 70% of the rate of the group rate they are working under. Second one hundred twenty (120) days 80%, third one hundred twenty (120) days 90%. Full rate after one (1) year of employment.

This Agreement made and entered into this 1st day of December 2012 by and between MACKINAW TRANSFER, party of the first part, and TEAMSTERS LOCAL UNION NO. 627, affiliated with the International Brotherhood of Teamsters, party of the second part.

ARTICLE 1 RECOGNITION

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

Section 2: The term "employee" as used in this Agreement shall be defined as drivers and mechanics.

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

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

Section 5: The Union recognizes for the purpose of this contract, each member of the bargaining group, as separate entities and shall apply the conditions of this contract accordingly.

ARTICLE 2 UNION SHOP AND DUES

Section 1: Union Shop The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

All present defined employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union in good standing as a condition of their employment. All present defined employees who are not members of the Local Union and all defined members who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of their employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this subsection, whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

When the Employer needs additional men to be used in said defined

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DEPARTMENT**

Section 3: Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Health and Welfare or Pension Funds, after the proper official of the Local Union has given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare or Pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 4: The Company shall continue to make the weekly contributions on all employees with one (1) or more years of seniority not to exceed four (4) weeks who are not working due to a layoff. When the employee is returned to work from layoff, the Employer will begin making the weekly contributions.

Section 5: By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to similar collective bargaining agreements signed with Teamsters Unions to enter into appropriate trust agreements necessary for the administration of such Fund, and to designated Employer Trustees under such trust agreements hereby waiving all notice thereof and ratifying all actions taken or to be taken by such trustees within the scope of their authority.

ARTICLE 14 PENSION FUND

Section 1: Effective May 1, 2012 and continuing through the life of this Agreement, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Twenty-four and eighty cents (\$124.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 1, 2013 the weekly contribution shall increase to One Hundred Thirty-two and thirty cents (\$132.30). Effective May 1, 2014 the weekly contribution shall increase to One Hundred Forty Dollars and twenty cents (\$140.20).

Section 2: This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts to which employers who are party to this contract are also parties.

Section 3: If an employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of

absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4: Contributions to the Pension Fund must be made for each week on each regular or extra employee even though such employee may work only part time under the provisions of this contract.

Section 5: Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of a period in the payment of his contributions to the Health and Welfare or Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare or Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 15 UNAUTHORIZED ACTIVITY CLAUSE

Section 1: It is further mutually agreed that the Local Union will, within two (2) weeks of the signing of this Agreement, serve upon the company a written notice, which notice will list the Union's authorized representative who will deal with the company, make commitments for the Union generally and, in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slow down, walk out, or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its' members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the company, during the first twenty-four (24) hour period of such unauthorized stoppage of work shall have the sole and complete right of reasonable discipline, short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the company shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slow down, walk out or any other cessation of work and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement.

**ARTICLE 16
SEPARABILITY AND SAVINGS CLAUSE**

Section 1: If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby.

Section 2: In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provisions of this contract to the contrary.

**ARTICLE 17
EMERGENCY CLAUSE**

Section 1: In the event of war, declaration of emergency, or imposition of civilian controls during the life of this contract, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

**ARTICLE 18
TERMINATION CLAUSE**

Section 1: This Agreement covering the classifications of drivers and mechanics shall be in full force and effect from December 1, 2012 through April 30, 2015 and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify this Agreement is served by either party upon the other party sixty (60) days prior to the annual date of expiration.

Section 2: Any supplement to this Agreement mutually agreed to by both parties hereafter becomes a part of this Agreement.

AGREEMENT

BRECKENRIDGE JEFFERSON COUNTY
MARCH 1ST 2014 – FEBRUARY 28TH 2019

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 1ST DAY OF MARCH, 2014, BY AND BETWEEN BRECKENRIDGE JEFFERSON COUNTY, HEREINAFTER CALLED THE "EMPLOYER", AND THE CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, HEREINAFTER CALLED THE "UNION".

ARTICLE I: RECOGNITION

THE EMPLOYER RECOGNIZES THE UNION AS THE EXCLUSIVE COLLECTIVE BARGAINING AGENT OF ALL CHAUFFEURS, HELPERS AND WAREHOUSEMEN,, BUT EXCLUDING OFFICE, CLERICAL AND PROFESSIONAL EMPLOYEES, GUARDS, LABORERS, AND ALL OTHER EMPLOYEES AND SUPERVISORS FOR THE PURPOSE OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY, WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT.

ARTICLE II: REPRESENTATION

THE UNION SHALL HAVE ONE OF THE EMPLOYEES AS SHOP STEWARD ON EACH SHIFT. HE SHALL NOT HAVE AUTHORITY TO CALL ANY STRIKES OR WORK STOPPAGES. UNION SHALL NOTIFY THE EMPLOYER IN WRITING AS TO WHO THE SHOP STEWARD IS. THE STEWARD SHALL HAVE TOP SENIORITY DURING HIS TERM, FOR THE PURPOSE OF BEING THE LAST EMPLOYEE LAID OFF, AND THE FIRST EMPLOYEE BEING PUT TO WORK DAILY OR SEASONALLY.

ARTICLE III: UNION SECURITY

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT, ALL PERSONS WHO ARE HEREAFTER EMPLOYED BY THE EMPLOYER IN THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT SHALL BECOME MEMBERS OF THE UNION NOT LATER THAN THE THIRTY--FIRST (31ST) DAY FOLLOWING THE BEGINNING OF THEIR EMPLOYMENT OR THE EXECUTION DATE OF THIS AGREEMENT, WHICHEVER IS LATER, THAT THE CONTINUED EMPLOYMENT OF PERSONS WHO WERE IN THE EMPLOY OF THE EMPLOYER PRIOR TO THE DATE OF THIS AGREEMENT AND WHO ARE NOT NOW MEMBERS OF THE UNION SHALL BE CONDITIONED UPON THOSE PERSONS BECOMING MEMBERS OF THE UNION NOT LATER THAN THE THIRTY--FIRST (31ST) DAY FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT.

THE FAILURE OF ANY PERSON TO BECOME A MEMBER OF THE UNION AT SUCH REQUIRED TIMES SHALL OBLIGATE THE EMPLOYER, UPON WRITTEN NOTICE FROM THE UNION TO SUCH EFFECT AND TO THE FURTHER EFFECT THAT UNION MEMBERSHIP WAS AVAILABLE TO SUCH PERSON ON THE SAME TERMS AND CONDITIONS GENERALLY AVAILABLE TO OTHER MEMBERS TO FORTHWITH DISCHARGE SUCH PERSON. FURTHER, THE FAILURE OF ANY PERSON TO MAINTAIN HIS UNION MEMBERSHIP IN GOOD STANDING AS REQUIRED HEREIN SHALL, UPON WRITTEN NOTICE TO THE EMPLOYER BY THE UNION TO SUCH EFFECT OBLIGATE THE EMPLOYER TO DISCHARGE SUCH PERSON.

ARTICLE XIV: MANAGEMENT

THE MANAGEMENT OF THE EMPLOYER'S BUSINESS AND THE DIRECTION OF THE WORKING FORCES, INCLUDING THE RIGHT TO HIRE, SUSPEND, DISCIPLINE OR DISCHARGE FOR PROPER CAUSE, OR TO TRANSFER, TO PROMOTE OR DEMOTE, AND THE RIGHT TO RELIEVE EMPLOYEES FROM DUTY FOR LACK OF WORK OR FOR OTHER LEGITIMATE REASONS, AND TO ASSIGN EQUIPMENT, IS VESTED EXCLUSIVELY IN THE EMPLOYER, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

ANY DISPUTE ARISING UNDER THIS CLAUSE SHALL BE SUBJECT TO ARBITRATION AS CONTAINED IN ARTICLE XI.

ARTICLE XV: PENSION

EFFECTIVE MARCH 1, 2014, THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWENTY ONE DOLLARS AND THIRTY CENTS (\$21.30) PER DAY EITHER WORKED OR COMPENSATED TO THE MAXIMUM OF ONE HUNDRED SIX DOLLARS AND FIFTY CENTS (\$106.50) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) DAYS WORKED.

EFFECTIVE MARCH 1, 2015, THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWENTY TWO DOLLARS AND SIXTY CENTS (\$22.60) PER DAY EITHER WORKED OR COMPENSATED TO THE MAXIMUM OF ONE HUNDREDD THIRTEEN DOLLARS (\$113) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) DAYS WORKED.

EFFECTIVE MARCH 1, 2016, THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWENTY THREE DOLLARS AND FIFTY CENTS (\$23.50) PER DAY EITHER WORKED OR COMPENSATED TO THE MAXIMUM OF ONE HUNDRED SEVENTEEN DOLLARS AND FIFTY CENTS (\$117.50) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) DAYS WORKED.

EFFECTIVE MARCH 1, 2017, THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWENTY FOUR DOLLARS AND FORTY CENTS (\$24.40) PER DAY EITHER WORKED OR COMPENSATED TO THE MAXIMUM OF ONE HUNDRED TWENTY TWO DOLLARS (\$122.00) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) DAYS WORKED.

EFFECTIVE MARCH 1, 2018, THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWENTY FIVE DOLLARS AND FORTY CENTS (\$25.40) PER DAY EITHER WORKED OR COMPENSATED TO THE MAXIMUM OF ONE HUNDRED TWENTY SEVEN DOLLARS (\$127.00) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) DAYS WORKED.

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

THIS CONTRIBUTION SHALL BE MADE ON ALL EMPLOYEES RECEIVING ANY COMPENSATION FOR ANY WEEK.

IF AN EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY, AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF TWO (2) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE, SUFFICIENT

MONIES TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

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

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

ARTICLE XVI: JOB LABOR STANDARD AND JOB SECURITY

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

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

SECTION 3. THE EMPLOYER AGREES TO REFRAIN FROM KNOWINGLY EMPLOYING THE SERVICES OF ANY PERSON, OR PERSONS, WHO DOES NOT OBSERVE THE WAGES, HOURS AND CONDITIONS OF EMPLOYMENT ESTABLISHED BY THIS COLLECTIVE BARGAINING AGREEMENT ON WORK COVERED BY THIS AGREEMENT.

ARTICLE XVII: MOONLIGHTING

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

SECTION 2. IT IS THEREFORE UNDERSTOOD AND AGREED THAT NO PERSON SHALL BE EMPLOYED FOR THE PERFORMANCE OF WORK COVERED BY THIS LABOR CONTRACT OR CONTINUED IN SUCH EMPLOYMENT IF HE HAS OR ACQUIRES REGULAR OR PART-TIME EMPLOYMENT EITHER WITH ANOTHER EMPLOYER IN ANY CAPACITY OR WITH THIS EMPLOYER IN A TYPE OF WORK NOT COVERED BY THIS AGREEMENT.

SECTION 3. CONSISTENT WITH THE OBJECT AND PURPOSES EXPRESSED IN SECTION 1 ABOVE, THE PARTIES MAY, BY MUTUAL AGREEMENT EVIDENCED BY A WRITTEN LETTER OR DOCUMENT, MAKE EXCEPTIONS TO THE PROVISIONS OF THIS ARTICLE IN SPECIFIC CASES CONSIDERED BY THEM TO MERIT AN EXCEPTION.

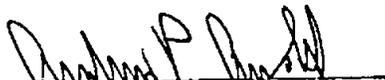
ARTICLE XXV TERMINATION OF AGREEMENT

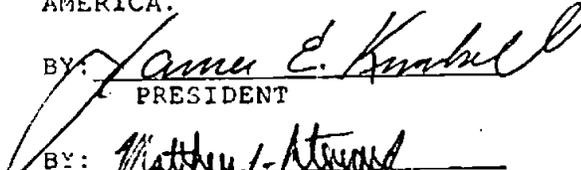
THIS AGREEMENT SHALL BE IN FULL FORCE, AND EFFECT; FOR THE PERIOD FROM MARCH 1, 2014, THROUGH FEBRUARY 28, 2019. SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO SAID EXPIRATION DATE SHALL BE GIVEN BY EITHER PARTY TO THE OTHER OF ANY SUCH DESIRE TO CANCEL OR AMEND THIS AGREEMENT. IN THE ABSENCE OF SUCH NOTICE, THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR THE PERIOD OF AN ADDITIONAL YEAR. IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED ON THE DATE NOTED IN THE PREAMBLE.

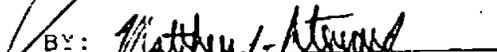
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED ON THE DATE NOTED IN THE PREAMBLE.

BRECKENRIDGE JEFFERSON COUNTY

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

BY: 
PRESIDENT/C.O.O.

BY: 
PRESIDENT

BY: 
SECRETARY-TREASURER

RECEIVED

MAR 14 2014

**CONTRACT
DEPARTMENT**

BRECKENRIDGE JEFFERSON COUNTY
ACCOUNT NO.: 4950000-0103-00682-B

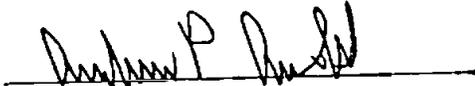
LETTER OF UNDERSTANDING AND AGREEMENT

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

The employer and the union further understand and agree that until an employee has worked thirty (30) days (i.e., not calendar days, but actual days worked), the employee's wage rate shall be reduced such that the reduction in pay shall account for and equal any contributions made to the Central States Pension Fund on the employee's behalf.

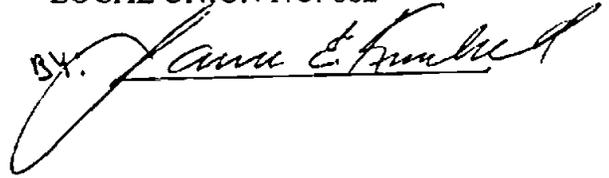
BRECKENRIDGE JEFFERSON COUNTY

BY:



LOCAL UNION NO. 682

BY:



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MAR 14 2014

**CONTRACT
DEPARTMENT**

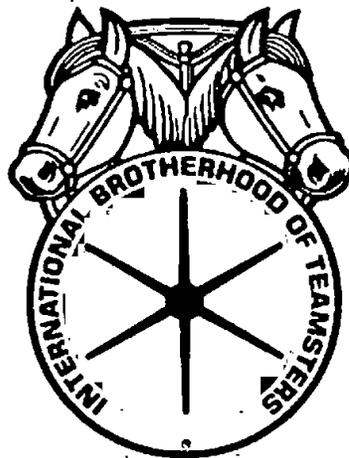
MADISON DUMP TRUCK AGREEMENT

BETWEEN

MADISON CRUSHING & EXCAVATING COMPANY

AND

TEAMSTERS UNION LOCAL NO. 695



June 1, 2013 through May 31, 2017

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DEPARTMENT

MADISON AREA DUMP TRUCK AGREEMENT

THIS AGREEMENT, made as of this first day of June, 2013, by and between **Madison Crushing & Excavating Company** (hereinafter referred to as the "Employer") and **DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL NO. 695** of the **International Brotherhood of Teamsters**, (hereinafter referred to as the "Union"), shall continue in full force and effect as hereinafter set forth.

ARTICLE 1. PURPOSE

The purpose and intent of this Agreement is to foster and promote a cooperative spirit between the Employer and the Union in a manner which will provide economy and efficiency of operation for the Employer with resulting job security and opportunity for its employees represented by the Union as well as for the prompt, peaceful and orderly adjustment and settlement of grievances or disputes which may arise between the parties.

ARTICLE 2. RECOGNITION

Section 1. The Employer acknowledges and agrees that the Union is the sole bargaining agent for all employees of the Employer, excluding office, clerical, sales and administrative employees, supervisors as defined by law and those employees under the jurisdiction of the operating engineers and common laborers.

Section 2. Neither the Employer nor the Union shall enter into any individual verbal or written agreement with employees covered by this Agreement, either individually or collectively, which conflict with the terms and provisions of this Agreement.

Section 3. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on their thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on their thirty-

work performed on Sundays and holidays as found in Article 16 of the Agreement. There shall be no work performed on Labor Day. There shall be no pyramiding of overtime pay. The aforementioned conditions shall apply to all work with the exception of commercial pit and quarry work.

Section 4. Commercial pit and quarry work shall be paid for at time and one-half the applicable rate for all work in excess of ten (10) hours in one (1) day and/or forty (40) hours in any week and for all work performed on Saturday.

Section 5. The Employer may work employees on a four (4) day, Monday through Thursday, ten (10) hours per day shift at forty (40) hours straight time. Time and one-half (1-1/2) the rate shall be paid after ten (10) hours in one (1) day or forty (40) hours in one (1) week. Any four (4) day workweek schedule must be agreed upon by the Employer and the majority of the Union members affected by the change. All work performed on Fridays and Saturdays of said workweek shall be paid at time and one-half (1-1/2) for all hours worked.

Section 6. Wages and hours as provided above shall apply for all private work performed in Dane, Iowa, Sauk and Green Counties and West of a line formed by State Highway 22 and United States Highway 51 in Columbia County. If work is performed outside of said counties where a higher Local Teamster rate of pay prevails for the same work in the same industry, then the higher rate of pay shall apply for work done in said areas, but in no event shall a rate lower than that provided in this Agreement be paid in such area. Wage rates provided above constitute minimum rates of pay experienced employees shall be paid during the life of this Agreement.

ARTICLE 21. PENSION

Section 1. Effective June 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Two Hundred Fifty-Eight Dollars and Fifty Cents (\$258.50) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) calendar days or more for Class 18 pension. Effective June 1, 2014, the contribution shall be increased to Two Hundred Seventy-Four Dollars (\$274.00) per week per employee. Effective June 1, 2015, the contribution shall be increased to Two Hundred Ninety Dollars and Forty Cents (\$290.40). Effective June 1, 2016, the contribution shall be increased to Three Hundred Two Dollars (\$302.00).

Section 2. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the southeast and southwest areas contracts to which Employers who are party to this contract are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Association which are parties thereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 4. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence and desires continued weekly contributions during his absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

Section 5. Contributions to the pension fund must be made on behalf of each full-time employee for each week the employee has worked for or been compensated by the Employer.

Section 6. It is mutually understood that replacing drivers who terminate their employment is not only difficult, but costly as well, if equipment stands idle rather than being utilized during the re-hiring process. Timely notification of an employee's intent to retire is suggested by the parties to give the Employer and the Union adequate time to prepare. Therefore, it is suggested that employees notify the Employer ninety (90) days or more prior to their retirement date and, in addition, if possible, plan that retirement date to fall in the off season, namely December, January, February or March.

ARTICLE 22. ABSENCE

Section 1. Time Off for Union Activities. The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours

COPY

**UNION LOCAL 600
ST. LOUIS LOCAL
ADDENDUM TO
CENTRAL STATES
MASTER DAIRY AGREEMENT**

**Period Covered
August 1, 2014 – July 31, 2019**

**MADISON FARMS DAIRY
DIVISION
PRAIRIE FARMS DAIRY, INC.
ST. LOUIS, MISSOURI**

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**CONTRACT
DEPARTMENT**

MADISON FARMS DAIRY, DIVISION OF
PRAIRIE FARMS DAIRY, INC.

LOCAL ADDENDUM
TO
CENTRAL STATES MASTER DAIRY AGREEMENT

This Addendum to a Master Dairy Agreement made and entered into as of the 1st day of August, 2014, by and between MADISON FARMS BUTTER COMPANY DIVISION OF PRAIRIE FARMS DAIRY, INC., hereinafter referred to as "the Employer" or "the Company" and LOCAL No. 600, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as "the Local Union" or the "Local".

WHEREAS, the parties herein are parties to a Master Dairy Agreement, and

WHEREAS, the parties desire to supplement the Master Dairy Agreement with an Addendum Agreement setting forth the local agreement as to wages, hours, terms and conditions of employment.

NOW, THEREFORE, the parties agree to the following terms and conditions:

ARTICLE 1

SCOPE OF AGREEMENT

1.1 The parties hereto shall be and remain bound by the terms and conditions of the Central States Area Master Dairy Agreement, as well as to this Local 600, St. Louis Butter Plant Addendum to said Master Dairy Agreement pursuant to Article XXI of the Central States Area Master Dairy Agreement.

1.2 The parties recognize that the expiration date of the Central States Area Master Agreement and the expiration date of this Local 600 Addendum are different. Nothing contained herein shall limit either party from participating in future collective bargaining on a new Master Dairy Agreement when the present Master Agreement is cancelled or terminated and both parties shall have all legal rights when so bargaining, including the right to utilize economic forces.

1.3 The Employer recognizes the Local as the exclusive bargaining agent of all its production employees of the Employer excluding guards, office employees, supervisors as defined by the act and maintenance employees who have been and are members of a different bargaining unit.

ARTICLE 12

PENSIONS

12.1 The Employer agrees to make contributions during the term of this Agreement to a Trust Fund known as the Central States, Southeast and Southwest Areas Pension Fund.

12.2 Contributions to the Central States, Southeast and Southwest Areas Pension Fund shall be made by the Employer for each employee covered by this Agreement starting after thirty-one (31) days of employment for each week in which the employee works, and is on vacation and for a period, including up to four (4) weeks when the employee is "off the job" due to sickness or "off the job" injury until the employee returns to work or until a Workers' Compensation settlement is made, but in no event longer than six (6) months.

12.3 Effective August 1, 2014, contributions to the Central States, Southeast and Southwest Areas Pension Fund shall be one hundred ninety-six and eighty (\$196.80) dollars per week, per employee. Effective August 1, 2015, contributions to Central States Southeast and Southwest Areas Pension Fund shall be two hundred twelve and fifty (\$212.50) dollars per week, per employee. Effective August 1, 2016, contributions to this Fund shall be two hundred twenty-five and thirty (\$225.30) dollars per week, per employee. Effective August 1, 2017, contributions to this fund shall be two hundred thirty-four and thirty (\$234.30) dollars per week, per employee. Effective August 1, 2018, contributions to this fund shall be two hundred forty-three and seventy (\$243.70) dollars per week, per employee.

ARTICLE 13

SENIORITY AND BIDDING

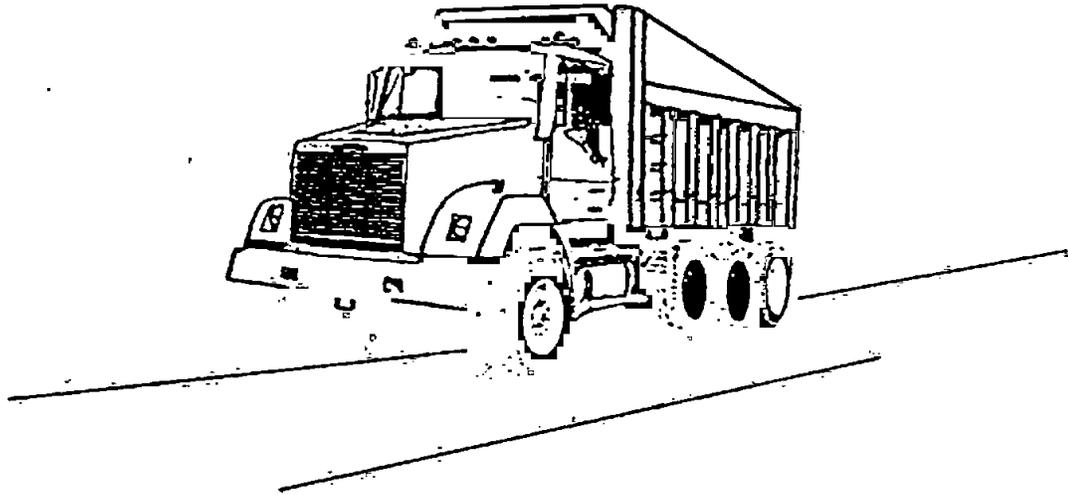
13.1 Seniority provisions of the Master Agreement shall apply to all employees with the exceptions and additions as stated in this Article.

13.2 There shall be plant-wide seniority.

13.3 Seniority shall apply by plant in reducing forces or lay-offs because of lack of work, or other legitimate causes, and in rehiring. The least senior employee shall be the first laid off. In returning to work, the last employee laid off in a plant shall be the first employee rehired.

13.4 The Employer agrees that if a vacancy occurs by bid, before new employees are hired, it shall give consideration first to other employees of the Company.

MADISON DUMP TRUCK AGREEMENT

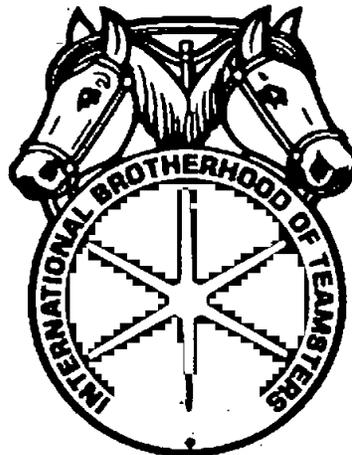


BETWEEN

MADISON SAND AND GRAVEL COMPANY

AND

TEAMSTERS UNION LOCAL NO. 695



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CONTRACT
DEPARTMENT

June 1, 2013 through May 31, 2017

MADISON AREA DUMP TRUCK AGREEMENT

THIS AGREEMENT, made as of this first day of June, 2013, by and between the MADISON SAND AND GRAVEL COMPANY (hereinafter referred to as the "Employer") and DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL NO. 695 of the International Brotherhood of Teamsters, (hereinafter referred to as the "Union"), shall continue in full force and effect as hereinafter set forth.

ARTICLE 1. PURPOSE

The purpose and intent of this Agreement is to foster and promote a cooperative spirit between the Employer and the Union in a manner which will provide economy and efficiency of operation for the Employer with resulting job security and opportunity for its employees represented by the Union as well as for the prompt, peaceful and orderly adjustment and settlement of grievances or disputes which may arise between the parties.

ARTICLE 2. RECOGNITION

Section 1. The Employer acknowledges and agrees that the Union is the sole bargaining agent for all employees of the Employer, excluding office, clerical, sales and administrative employees, supervisors as defined by law and those employees under the jurisdiction of the operating engineers and common laborers.

Section 2. Neither the Employer nor the Union shall enter into any individual verbal or written agreement with employees covered by this Agreement, either individually or collectively, which conflict with the terms and provisions of this Agreement.

Section 3. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on their thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on their thirty-

shall be no work performed on Labor Day. There shall be no pyramiding of overtime pay. The aforementioned conditions shall apply to all work with the exception of commercial pit and quarry work.

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Section 2. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the southeast and southwest areas contracts to which Employers who are party to this contract are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Association which are parties thereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 4. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence and desires continued weekly contributions during his absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

Section 5. Contributions to the pension fund must be made on behalf of each full-time employee for each week the employee has worked for or been compensated by the Employer.

Section 6. It is mutually understood that replacing drivers who terminate their employment is not only difficult, but costly as well, if equipment stands idle rather than being utilized during the re-hiring process. Timely notification of an employee's intent to retire is suggested by the parties to give the Employer and the Union adequate time to prepare. Therefore, it is suggested that employees notify the Employer ninety (90) days or more prior to their retirement date and, in addition, if possible, plan that retirement date to fall in the off season, namely December, January, February or March.

ARTICLE 23. ABSENCE

Section 1. **Time Off for Union Activities.** The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours

CONTRACT

By and Between

MAGRA, INC.

and

LOCAL UNION NO. 614

Affiliate of the International Brotherhood of Teamsters

For the period of

April 1, 2012

through

March 31, 2016

RECEIVED

SEP 18 2013

**CONTRACT
DEPARTMENT**

PREAMBLE

This contract shall cover Magra, Inc. and shall be binding on the parties hereto and all employees hereinafter set forth. Further, this contract shall cover the operation of the Employer into and out of the states covered under the jurisdiction of the Central States Area.

AGREEMENT

This Agreement, made and entered into this 1st day of April, 2012, by and between Magra, Inc. party of the first part and hereinafter termed the "Employer" and Teamsters Union, Local No. 614, an affiliate of the International Brotherhood of Teamsters, located at Pontiac, Michigan, party of the second part and hereinafter termed the "Union".

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

WITNESSETH:

ARTICLE 1

RECOGNITION, UNION SHOP, DUES AND PROBATION EMPLOYEES

Section 1. Union Recognition. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of all employees in the recognized bargaining unit.

This provision shall not apply to wholly-owned and wholly independently operated subsidiaries which are not under contract with local IBT unions.

Section 2. Employees covered. Employees covered by this Agreement shall be construed to mean any driver, switcher or warehousemen.

Section 3. Union Membership - Probation. All present employees who are members of the Local Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Local Union in good standing as a condition of employment including casuals. Union membership, for purposes of this Agreement, is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues, and in the

ARTICLE 12

PAID FOR TIME

Section 1. General. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer as provided in Article 13. Rates of pay provided for by this Agreement shall be minimum. All time lost due to delays as a result of overloads or certificate violation involving federal, state or local regulations which occur through no fault of the driver, shall be paid in accordance with Article 13 and hourly employees with Schedule "A".

Section 2. Call-in-Time. Drivers called to work shall be allowed sufficient time, not to exceed two (2) hours, without pay to get to the garage or terminal. If the regular employee is put to work during the regular workweek, he shall be guaranteed a minimum of eight (8) hours' pay. If such employee is put to work on Saturday or Sunday, he shall be guaranteed a minimum of four (4) hours' pay.

Section 3. If a driver's license is suspended or revoked as a result of his/her complying with the employers instruction to drive Company equipment that is in violation of D.O.T. regulations, including overweight, the driver shall be compensated (8) hours a day, (5) days a week, at not less than the regular hourly rate, until his/her license is returned.

Section 4. A driver will not be sent on a trip that will knowingly exceeds the D.O.T. 60 hours of service rule. Time spent on the road by a driver that was forced out and must lay over to recoup hours will be paid (8) hours out of every (24) until he/she has hours to complete the trip.

ARTICLE 13

CLAIM FOR WAGES

Any claim by a driver for additional wages or benefits must be presented in writing to the Employer thirty (30) days from the end of the month in which the alleged claim arose. Failure to submit a written claim to the Employer within said thirty (30) days shall automatically bar any such claim from being presented to or against said Employer under this Agreement.

ARTICLE 14

HEALTH AND WELFARE, PENSION AND 401(k) SAVINGS PLAN

Section 1. The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (SOA Coverage Plan) for each employee covered by this Agreement who is on the regular seniority list a contribution of:

\$304.20 per week	Effective April 1, 2012
\$326.85 per week	Effective April 1, 2013
\$360.75 per week	Effective April 1, 2014
\$381.50 per week	Effective April 1, 2015

Commencing April 1, 2012 until March 31, 2016, the Employer is authorized to and shall deduct from each regular employee eligible for health and welfare coverage a total of Thirty and 00/100 (\$30.00) Dollars a week for each week in which the Employer is obligated to make the above contributions on behalf of the employee.

Additionally, the Employer agrees to pay into the Central States Pension Fund for each employee covered by this Agreement who is on the regular seniority list a contribution of:

\$124.80 per week	Effective April 1, 2012
\$132.30 per week	Effective April 1, 2013
\$140.20 per week	Effective April 1, 2014
\$148.60 per week	Effective April 1, 2015

The Employer agrees to offer the Teamsters National 401(k) Tax Deferred Savings Plan (termed "401(k) Savings Plan") to each employee covered by this Agreement, who is on the regular seniority list. The Employer may deduct an amount specified in writing by the employee from the employee's paycheck.

Section 2. All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the National Bank of Detroit, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

All payments into the Pension Fund and Teamsters National 401(k) Tax Deferred Savings Plan must be made within fifteen (15) days from the end of each calendar month.

Section 3. Contributions for Health and Welfare and Pension participation must be made for each week on each regular employee even though such employee may work only part time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract and although contributions may be made for those weeks into some other Health and welfare and/or Pension Fund. The Employer agrees to pay the weekly health and welfare and pension contributions for each regular employee covered by this Agreement, who works at least one (1) day during the regular workweek and who are available for work the entire contribution week.

With respect to casual employees, the Employer will be required to make weekly pension contributions after such casual employees work one thousand (1,000) hours.

Section 4. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this Article.

Section 5. Contributions must be made:

- a) on behalf of an employee whose absence from the job is due to an off-the-job injury/illness for the lesser of (1) 4 weeks following the week in which the injury occurred, or (2) the duration of the off-the-job injury, related absence;
- b) on behalf of an employee whose absence from the job is due to an on-the-job injury/illness (i.e., eligible for workers' comp) for the lesser of (1) 26 weeks following the week in which the injury/illness occurred, or (2) the duration of the on-the-job injury/illness related absence;
- c) on behalf of an employee whose absence from the job is due to military duty for the first 4 weeks following the week in which military duty commenced; and
- d) for each week on behalf of an employee who worked or is compensated for any portion of the contribution week.

Section 6. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective sufficient moneys to pay the required contributions into the Health and Welfare and Pension Funds during the period of absence.

Section 7. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contributions to the Health and Welfare and/or Pension Funds and/or 401(k) Savings Plan, in accordance with the rules and regulations of the Trustees of such Funds and Plan and after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in the Health and Welfare and Pension Fund and 401(k) Savings Plan payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 8. It is agreed that the Health and Welfare Fund, the Pension Fund and the 401(k) Savings Plan will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both state and federal.

Section 9. By the execution of this Agreement, the Employer authorizes the Employers' Association who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such Funds, and to designate the Employer Trustees under such trust agreements, hereby waiving all notice hereof and ratifying all actions already taken, or to be taken, by such Trustees within the scope of their authority.

ARTICLE 15

RAIN GEAR, APRONS AND GLOVES

Any employee physically handling in substantial quantities, hides, creosoted items, spun glass, lamp black, barbed wire and acids, shall be provided with rubber or leather aprons and gloves.

ARTICLE 16

GENERAL PROVISIONS

Section 1. Examination of Records. The Local Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute.

Section 2. Compensation Claims. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing. The Employer shall provide Workmen's Compensation protection for all employees.

Section 3. Posting of Notice. The Employer agrees to the posting within his business premises of notice of Union meetings and other legitimate notices by an elected or appointed official of the Local Union.

Section 4. Equipment and Safety. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition, including, but not limited to acknowledge overweight or equipped with the safety appliances prescribed by law. It shall not be in 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 department has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

**AGREEMENT
BETWEEN
MAHAN PACKING COMPANY
AND
TEAMSTERS LOCAL UNION 377**

JUNE 1, 2014 THROUGH MAY 31, 2019

RECEIVED

JUL 24 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into at Youngstown, Ohio by and between the MAHAN PACKING COMPANY, hereinafter referred to as the "Employer" and TEAMSTERS LOCAL UNION 377, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, hereinafter referred to as the "Union".

ARTICLE I: RECOGNITION

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

Section 2. The term "employee" as used in this Agreement shall include Truck Drivers only.

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

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

ARTICLE II: UNION SHOP AND DUES

Section 1. Union Shop

- A. The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.
- B. All present employees who are members of the Local Union on the effective date of this Subsection shall remain members of the Local Union in good standing as a condition of employment on and after the 31st day following the beginning of their employment or on or after the 31st day following the effective date of this Subsection, whichever is the later. This provision shall be made and become effective as of such time as it

ARTICLE XXIII:

Section 1. Nothing in this Agreement shall require the Employer or the Union to take action which shall be unlawful by reason of applicable present or future state or federal statute.

ARTICLE XXIV:
CENTRAL STATES PENSION FUND

Section 1. The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension fund the following amounts for each employee covered under this Agreement who works one (1) or more days per week in any given work week:

Effective June 1, 2014	\$140.20 per week
Effective June 1, 2015	\$148.60 per week
Effective June 1, 2016	\$154.50 per week
Effective June 1, 2017	\$160.70 per week
Effective June 1, 2018	\$167.10 per week

The parties agree that pension contributions will be remitted to Central States Pension Fund on behalf of all regular full-time employees after they have been on the Employer's payroll for thirty (30) calendar days.

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

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

Section 2. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties.

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

Section 3. If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the

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

Section 4. Contributions to the Pension Fund must be made for each week on each regular or extra employees, even though such employee may work only part-time under the provisions of this Agreement including weeks where work is performed for the Employer but not under the provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

Section 5. Actions for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all Attorneys' fees and costs of collection.

Section 6. It is agreed that if the Central States Pension Board does not accept Mahan employees into the Central States Pension Plan, employees will receive monies that would have been paid to the Pension Fund on their hourly rate, or the Company shall have the right to establish its own pension plan, at the option of the Company.

ARTICLE XXV: SICK LEAVE

Section 1. Each employee with five (5) or more years of service will receive eight (8) days sick leave with pay each year. Each employee with less than five (5) years of service shall receive five (5) days sick leave with pay each year. The Union recognizes that the Employer has certain scheduling and production requirements which must be met and therefore agrees that sick leave days are to be taken for bona fide sickness or illness and any employee found to be violating or abusing this provision will be subject to disciplinary action. Any employee who does not use sick leave, shall be paid in lieu thereof, all of said unused sick leave at the end of each contract year.

ARTICLE XXVI: NATIONAL D.R.I.V.E.

Section 1. The Employer agrees to deduct from an employee's paycheck once annually the sum designated by the employee to be submitted to National D.R.I.V.E. The employee must first sign a pledge card stating the amount to be deducted. It is understood that such authorization may be revoked by said employee upon giving a ten (10) day notice to the Union and the Company in writing.

AGREEMENT
BETWEEN
INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS; CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA,
LOCAL UNION NO. 20

AND

MAPLE CITY ICE COMPANY

DATE: FEBRUARY 29, 2012 THROUGH DATE: FEBRUARY 28,
2017

BILL LICHTENWALD, PRESIDENT
TEAMSTERS LOCAL NO. 20

PATRICIA A. HIPPI, PRESIDENT
MAPLE CITY ICE COMPANY

RECEIVED

MAY 08 2012

CONTRACT
DEPARTMENT

**ARTICLE 1
MANAGEMENT RIGHTS**

The UNION recognizes that the management of the business of the COMPANY is vested exclusively in the COMPANY and in conformity with this AGREEMENT. Such management includes, but is not limited to, control and regulation of all machinery, fixtures and equipment or other property of the COMPANY, and the direction of all personnel in the employ of the COMPANY.

All rights of the COMPANY existing before the execution of this Agreement are retained by the COMPANY, except as expressly modified by this Agreement. These rights include, but are not limited to the following: the general and overall management of the business and property and direction of the work force including the right to hire, promote, demote, transfer, layoff for lack of work or other legitimate reason, discharge and suspend for just cause, set reasonable rules and regulations issued by the COMPANY, the right to determine the number, ability, and classification of persons employed by the COMPANY at any time or place, the right to maintain order, economy, and efficiency, the right to subcontract work, the right to determine the size, kind, and location of the COMPANY'S business or operations, the right to determine production and work schedules, methods, and processes, including the right to introduce new and improved methods or facilities, the right to assign work, the right to maintain performance records for all employees and the right to determine the number and starting times of shifts, and the number of hours and days of work for all employees.

**ARTICLE 2
UNION RECOGNITION**

1. The COMPANY recognizes the UNION as the sole and exclusive bargaining agent for all Route Drivers employed by the COMPANY.
2. The UNION shall be the sole representative of the classification of employees as covered by this Agreement in collective bargaining with the COMPANY.
3. The COMPANY agrees that any and all employees covered by this Agreement and within the classification of work as herein provided, shall become and remain members of the UNION in good standing, as a condition of continued employment, immediately following the first thirty-one (31) days of their employment. It is understood that application for membership in the UNION shall be made by all employees covered hereunder immediately following said first thirty-one (31) days of employment.
4. The COMPANY shall notify the UNION, in writing, as to the date of original employment period. The COMPANY may call the UNION for men when required. A non-member may be hired, provided application for membership in the UNION be made by said non-member as provided herein. The COMPANY recognizes the UNION as a valuable source of experienced men and should call the UNION when men are required.

**ARTICLE 13
PENSION PLAN**

1. The COMPANY shall contribute to the Central States, Southeast and Southwest Areas Pension Fund as follows:
 - a. Effective February 29, 2012, and for the duration of the contract, the contributions shall be as follows:

The sum of \$132.30 per week for the first year;
The sum of \$137.60 per week for the second year;
The sum of \$143.10 per week for the third year;
The sum of \$148.80 per week for the fourth year;
The sum of \$154.80 per week for the fifth year.
 - b. Said weekly payments will be made for each employee who is covered by this agreement and who has been on the payroll for more than 30 days.
2. By the execution of this Agreement, the COMPANY authorizes the Employer's Associations which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
3. If an employee is absent because of illness or off-the-job injury and notifies the COMPANY of such absence, the COMPANY shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the COMPANY shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the COMPANY shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.
4. Notwithstanding anything herein contained, it is agreed that in the event the COMPANY is delinquent at the end of the period in the payment of their contributions to the Central States, Southeast and Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an officer of the UNION has given seventy-two (72) hours notice to the COMPANY of such delinquency in Pension payments, the UNION shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the COMPANY shall be responsible to the employees for all losses resulting therefrom.
5. The COMPANY, if delinquent, also must pay all attorney fees and costs of collections.

6. Provided there is no withdrawal liability, or if the COMPANY should choose to accept a withdrawal liability, and provided there is sufficient advance notice, the bargaining unit may elect or later change the employer's contribution to a 401-K type of employer contribution retirement plan instead of the current Teamster plan contributions. The amount of contribution by the employer would not change.

ARTICLE 14 HOLIDAYS

1. The following days shall be recognized and observed by the COMPANY as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
2. Holidays shall be paid at the rate of \$70.00 per day.
3. All work performed on the above named holidays shall be paid at time and one-half (1 ½) in addition to the regular hourly rate.
4. In order to qualify for holiday pay, it is provided that the regular or extra employee must work the regular work day immediately preceding and immediately following the holiday, if said employee is requested to do so. The only exception to this rule is that said employee has exhausted his hours of work or is unable to work on account of proven illness or has mutually agreed with the COMPANY that he may be absent on either one of these days or both.
5. Holiday pay shall be paid on the regular payday following the holiday.

ARTICLE 15 BEREAVEMENT

In the event of the death of an employee's mother, step-mother, father, step-father, wife, husband, mother-in-law, father-in-law, sister, brother, child or step-child, the employee shall be given three days off work if requested; one day (funeral day) will be paid at \$70.00, provided the day of the funeral is a scheduled work day.

ARTICLE 16 HOURS AND WAGES

Drivers who have been regularly employed for ninety (90) days shall be guaranteed fifty (50) hours per week. All work in excess of eight (8) hours per day and forty (40) hours per week shall be considered as overtime, and employees shall be paid at the rate of time and one-half for working such overtime periods, making a total wage scale of Eighty-Five (\$85.00) Dollars per week. In addition to the weekly

MARATHON PETROLEUM CO LLC
ACCOUNT NO.: 5024000-0102-00283-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective February 1, 2014, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

MARATHON PETROLEUM CO LLC

LOCAL UNION NO. 283

By: *M. J. Taylor*

By: *Mike Finegan*

Title: *H. L. MANALU*

Title: *Secretary-Treasurer*

Date: *7/10/14*

Date: *7/10/14*

RECEIVED

JUL 10 2014

**CONTRACT
DEPARTMENT**

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

www.centralstates.org

AGREEMENT

Between

TEAMSTERS

LOCAL UNION NO. 283

and

MARATHON PETROLEUM COMPANY LP

Covering

REFINERY EMPLOYEES

For the Period of

March 25, 2013 – January 31, 2019

RECEIVED

JUL 29 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

PREAMBLE

THIS AGREEMENT, made and entered into this 25th day of March A.D., 2013, by and between MARATHON PETROLEUM COMPANY LP an Ohio Corporation, hereinafter known as the Employer, and CYLINDER GAS, CHEMICAL, PETROLEUM, DISTILLERY, AUTO SERVICE AND ACCESSORY DRIVERS, MAINTENANCE, MECHANICS, HELPERS AND INSIDE EMPLOYEES - LOCAL UNION NO. 283, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter known as the Union.

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

2. Extended vacancies of three (3) or more working days when the Company has prior knowledge of such vacancies, if no Relief Operator is available on the shift in question;
3. After the first two (2) days of any vacancy due to unreported absence, if no Relief Operator is available on the particular shift;
4. For additional help on Unit shutdowns and start-ups, and
5. Training.

B. In instances where all normal procedures have been exhausted to cover an open shift, a qualified Relief Operator may be moved on his/her scheduled shift to cover such opening.

ARTICLE XXIV

SEVERANCE PAY

In the event that an employee is permanently terminated for any reason other than voluntary quit, discharge for cause, retirement, more than a three (3) year layoff, or five (5) consecutive days off without notice, the employee will be paid severance pay of one (1) week's pay for every full year of service.

ARTICLE XXV

HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Health and Welfare Fund for each employee covered by this collective bargaining agreement who is on the seniority list a contribution of:

\$407.95 per week	Effective: April 1, 2014
\$432.65 per week	Effective: April 1, 2015
\$451.95 per week	Effective: April 1, 2016

The Company will pay the actual cost of the Health & Welfare premiums for Year 4 and 5 up to a maximum of 7% above the Year 3 cost. Any Year 4 Health & Welfare increase greater than 7.0% over the Year 3 cost will be paid by the employee and any Year 5 Health & Welfare cost greater than 7.0% over the Year 4 cost will be paid by the employee.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the Michigan Conference of Teamsters, 2700 Trumbull Avenue, Detroit, Michigan 48216.

The Company agrees that the Union shall reserve the right to change insurance carrier during the life of the Agreement.

The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this collective bargaining agreement who is on the seniority list a contribution of:

\$269.40 per week	Effective: February 1, 2014
\$280.20 per week	Effective: February 1, 2015
\$291.40 per week	Effective: February 1, 2016
\$303.10 per week	Effective: February 1, 2017
\$315.20 per week	Effective: February 1, 2018

All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept. 10291, Palatine, IL 60055-0291 - Account No. 7000.

If an employee is absent because of illness or injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare and Pension Funds, for a period of twelve (12) months.

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

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

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

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

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

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

ARTICLE XXVI

TERMINATION OF AGREEMENT

Section 1 - DURATION

This Agreement shall be in full force and effect from March 25, 2013 to and including January 31, 2019, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2 - TERMINATION NOTICE

**Addendum to the Highway, Heavy, Railroad and
Underground Utility Contracting Agreement between
Teamsters Joint Council No. 69, April 1, 2014 to March 31, 2017
As it pertains to BJ Marlatt, Inc. and Teamsters Local Union No. 135**

This addendum is entered into this 1 day of April, 2014 by and between BJ Marlatt, Inc. and Teamsters Local Union No. 135. This Addendum is incorporated into and made a part of the Highway, Heavy, Railroad and Underground Utility Contracting Agreement between Highway, Heavy, & Utility Division – ICA, Inc. and Teamsters Joint Council No. 69, April 1, 2014 to March 31, 2017, as it pertains to BJ Marlatt, Inc. and Teamsters Local Union No. 135.

1. Pension contributions are to be paid by the day, with the rate being specified in the participation agreement. "Day" shall mean Monday through Sunday with a total of 7 days in a period. Contributions shall be remitted to the Central States Southeast and Southwest Areas Pension Fund. All other provisions regarding pension shall remain the same as in the original Heavy, Highway Agreement.

Teamsters Local Union No. 135

By: Jim Wilkinson
Jim Wilkinson
Printed Name and Title

Date: _____

Agent: _____

BJ Marlatt, Inc.

By: James J. Marlatt
James J. Marlatt
Printed Name and Title

Date: 4-1-14

RECEIVED

AUG 14 2014

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

Between

C. W. MARSH COMPANY

And

GENERAL TEAMSTERS LOCAL UNION NO. 406
An Affiliate Of

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

May 1, 2015 – April 30, 2019

RECEIVED

MAY 06 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2015 effective as of the first day of May, 2015 except as other effective dates are herein provided, by and between the C. W. MARSH COMPANY, a Michigan corporation, of Muskegon, Michigan, hereinafter referred to as the Company*, and GENERAL TEAMSTERS LOCAL UNION NO. 406, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the 'Union':

ARTICLE 1 PURPOSE

Section 1.1 The purpose of this Agreement is to set forth the complete understandings of the Company and the Union respecting wages, rates of pay, hours of work, and other conditions of employment of employees of the bargaining unit, and to provide for peaceful settlement of grievances that may arise between employees and the Company during the term of this Agreement.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition. The Company acknowledges that the Union is the exclusive representative in collective bargaining with the Company, in respect to rates of pay, wages, hours of work and other conditions of employment for the following employees of the Company's Muskegon, Michigan, plant: All production and maintenance employees and shipping and receiving room employees, but excluding foremen, clerical employees, technical and sales employees; and excluding professional employees, guards, and all other supervisors as defined in the Labor-Management Relations Act of 1947, as amended.

Section 2.2 Excluded Classifications. The Union agrees not to accept or retain as members of the Union any person excluded from the above unit who is employed by the Company.

Section 2.3 Notice of Exclusion or Inclusion. The Company agrees to notify the Union in writing when employees are transferred from the bargaining unit to excluded classifications, and when they are transferred from excluded classifications to the classifications within the bargaining unit.

Section 2.4 Technical, Professional and Supervisory Employees. The parties mutually recognize that technical and professional employees and supervisory personnel, in the control of manufacturing processes, methods, equipment and machinery, requisite to the maintaining of product quality and quantity, find it necessary from time to time to perform certain work (such as investigations, inspections, furnishing of tooling or set ups, experimentations, gathering or obtaining information, instructions, and/or acts to eliminate emergencies), incidental to their principal technical or supervisory duties, which is similar to work performed by employees in the bargaining unit. Otherwise, supervisors or other management representatives shall not perform the work regularly done by employees in the bargaining unit to the extent of causing

ARTICLE 3
PAID HOLIDAYS

All bargaining unit employees who have completed the probationary period with the Company and who are on the seniority list as of the date of the holiday, and who have not been on unauthorized leave of absence on the last scheduled work day preceding and following the holiday, or who have not been laid off or been on leave of absence for fifteen (15) days or more on the last scheduled work day preceding the holiday and who work the full schedule of hours on the work day preceding and following the holiday unless they have the permission, at the discretion of the Company, to work less than the full schedule of hours, will receive eight hours' straight-time pay at their regular rates for the week of the holiday for the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; December 24; Christmas Day; and December 31st. In the event that the Fourth of July falls on a Sunday, the employees will take off the Monday after the holiday in recognition of the Fourth of July.

The employees shall also receive one (1) paid personal day which may be taken in one hour increments when scheduled in advance with management. Payment for this personal day will be made the same date as vacation pay.

ARTICLE 4
REST PERIODS

A. Rest Period: A fifteen-minute rest period is allowed in the morning of each work day. Employees who are scheduled for a ten-hour day will be allowed a second ten-minute rest period in the afternoon.

B. Attendance to Job Duties: Employees shall be required to be at their work stations prepared to commence work at the start of the shift and at the end of the lunch period. Employees shall not leave their work stations or make preparation for lunch, but shall continue at work until the end of the shift, any exceptions respecting such continuance at work to be established by instructions of Management.

ARTICLE 5
INSURANCE

A. Health Care, Life, Sickness/Accident Insurance & Pension.

1. Health Care Plan: The Health Care Plan in effect shall be Michigan Conference of Teamsters Health and Welfare Plan 887, and shall be in effect for all eligible employees.

(a) Effective May 1, 2015, the employee's weekly co-pay cost will be \$39.19 for the life of the agreement.

Date	Plan Benefit Package	Tier 1 Employee Only	Tier 2 Employee Plus Any Children	Tier 3 Employee plus Spouse	Tier 4 Family
5/01/2015	887	\$128.30	\$256.60	\$307.85	\$384.85
5/01/2016	887	\$129.85	\$259.65	\$311.65	\$389.55
5/01/2017	887	\$137.15	\$274.35	\$329.20	\$411.50
5/01/2018	887	\$135.05	\$270.10	\$324.10	\$405.15

- (b) Any and all premium amounts to be paid by the employee shall be through payroll deduction which is hereby authorized by this Agreement.
- (c) The Company will provide a Section 125 Plan to facilitate the payment of the employee's share of the premium payment.
- (d) Any employee who is otherwise eligible for health insurance may elect to opt out of such plan by executing the appropriate form and providing proof of other health care coverage. The employee who opts out will be paid the amount of \$500.00 per month, subject to a deduction of the blended rate and the usual payroll deductions.

2. Life Insurance and Sickness & Accident Disability:

- (a) Life - \$10,000.00 face amount.
- (b) Sickness & Accident

Effective May 1, 2008 - \$280.00 per week for 26 weeks.

3. Employees shall not be eligible for any insurance coverage until they have completed their probationary period.

4. The Company's obligation with respect to any insurance coverage shall be limited to the payment of its portion of the premiums or the transmittal of premiums to the designated carrier or its agent and upon such payment or transmittal, the Company shall be relieved of any liability with respect thereto.

- (a) The Company agrees to provide the employee's access to AFLAC Insurance via payroll deduction. Any premium is the responsibility of the employee.

5. In the event of sick leave, layoff or off the job injury, the Company will pay for its portion of the premiums for the month in which the sick leave, layoff or injury occurred. In the event of an on-the-job injury, the Company will pay its' portion of the premiums for three (3) additional months.

A. The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund a contribution in the amount as follows:

- (i) Effective May 1, 2015, the amount shall be \$77.30 per week.
Effective May 1, 2016, the amount shall be \$80.40 per week.
Effective May 1, 2017, the amount shall be \$83.60 per week.
Effective May 1, 2018, the amount shall be \$86.90 per week.

All payments into said Pension Fund must be made within fifteen (15) days from the end of each calendar month to the American National Bank, P. O. Box 1431, Chicago, Illinois 60609 Account No. 7000.

B. It is a condition precedent to all contributions under Paragraph B that the Pension Plan be maintained as an approved employee trust under the applicable provisions of the Internal Revenue Code, and Teamsters Local 406 agrees to notify the Employer promptly in writing in the event that said Plan should at any time cease to be so qualified.

C. For the purpose of Paragraph B, no contribution shall be required with respect to any employee until the first workweek after he has completed ninety (90) calendar days of employment. Otherwise, it is agreed that contributions shall be made for each week on each regular employee during which he works for the Employer, even though such employee may work only part time under the provisions of this Agreement.

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

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of such absence. It shall be grounds for refusal to grant or extend a leave of absence if an employee fails to provide such moneys to the Employer. Except as above provided, the Employer shall have no obligation to make any contribution for any employee for any work week in which he performs no services for the Employer.

D. By the execution of this Agreement, the Employer authorizes the Employer's Associations who are signatories to similar collective bargaining agreements in the Teamster Industry to enter into appropriate trust agreements necessary for the administration of the Health and Welfare and Pension Funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

E. The provisions of this Article relating to Pensions shall remain in effect for the duration of the Collective Bargaining Agreement subject to the provisions of Article XV.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

C. W. MARSH COMPANY

GENERAL TEAMSTERS LOCAL UNION NO 406
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

By 
Title PRESIDENT
Dated: 4/24/2015

By 
Title Secretary-Treasurer
Dated: 4/22/2015

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MAY 06 2015

**CONTRACT
DEPARTMENT**

5049510-0100-00414-B

AMENDMENT TO
THE NATIONAL MASTER FREIGHT AGREEMENT
AND CENTRAL STATES AREA
IRON AND STEEL AND TRUCKLOAD RIDER

FOR THE PERIOD OF APRIL 1, 2013
THROUGH
MARCH 31, 2018

Anything in the National Master Freight Agreement and Central States Area Iron and Steel and Truckload Rider to the contrary notwithstanding, the parties to this agreement agree as follows:

1. In lieu of paid vacations and holidays, the undersigned employer Agrees to pay (as of the date of signing this agreement) the hourly rate of \$24.50 for all work performed within a fifty (50) mile radius of the City of Fort Wayne, Indiana. Effective April 1, 2014 this rate shall be increased \$.35 per hour to \$24.85. Effective April 1, 2015 this rate shall be \$24.85. Effective April 1, 2016 this rate shall be increased \$.35 per hour to \$25.20. Effective April 1, 2017 this rate shall be \$25.20.

2. The undersigned employer agrees to pay (as of the date of signing of this agreement) twenty-seven percent (27%) of the gross revenue received for all work performed which the employer has customarily in the past paid by percentage. For the purpose of determining the gross revenue, the fuel surcharge or allowance, no matter how computed, will not be a part of the wages.

Effective April 1, 2014 this percentage rate shall be increased to twenty-eight percent (28%). April 1, 2015 and April 1, 2016 the percentage rate shall remain at twenty-eight percent (28%). Effective April 1, 2017 the percentage rate shall be increased to twenty-nine percent (29%).

3. The Employer agrees to contribute into the Central States Southeast and Southwest Areas Pension Fund, effective August 1, 2013 and each August 1st thereafter the weekly amounts needed to maintain Benefit Class 18 in accordance with the National Master Freight Agreement. Amounts shall be paid for

each employee who has been on the payroll for a period of thirty (30) days or more.

4. The Employer agrees to contribute into the Central States Southeast and Southwest Areas Health and Welfare Fund, effective April 1, 2013 (retroactive) \$309.70 per week, to maintain C-6 Plan in accordance with the National Master Freight Agreement. Contributions shall be due for each employee who receives compensation during the week and is employed for a period of thirty (30) days or longer.

Effective April 1, 2014 the above rate shall not exceed \$340.70 per week. Effective April 1, 2015 the above rate shall not exceed \$374.80 per week.

Effective April 1, 2016 and each April 1st thereafter, the employer agrees to contribute the weekly amounts needed to maintain C-6 Plan Benefits in accordance with the National Master Freight Agreement.

The parties to this agreement hereby agree and understand that the past business practices and operating procedures of the employer, with respect to its employees shall continue as in the past.

HOWARD MARTIN, INC.

BY: *Ronald E. Martin*

TITLE: *Pres.*

DATE: *7/17/13*

CHAUFFEURS, TEAMSTERS &
HELPERS LOCAL UNION #414
AFFILIATED WITH THE IBT

BY: *Devin J. Arnold*

TITLE: *SECRETARY-TREASURER*

DATE: *7-10-13*

RECEIVED

JUL 29 2013

CONTRACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

Between

MATERIAL SERVICE CORPORATION

And

General Teamsters, Local Union No. 26

Champaign Illinois and Vicinity

**Affiliated with the International Brotherhood of
Teamsters**

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JUN 15 2015

**CONTRACT
DEPARTMENT**

March 1, 2015 through February 29, 2016

AGREEMENT

THIS AGREEMENT made and entered into as of the first day of March 1, 2015 by and between MATERIAL SERVICE CORPORATION, hereinafter referred to as "Company" and General Teamsters, Local Union No.26 Champaign Illinois and Vicinity Affiliated with the International Brotherhood of Teamsters hereinafter referred to as "Union."

ARTICLE 1 UNION SECURITY AND RECOGNITION

1. This Agreement shall be applicable to all drivers employed by the Company to drive trucks in the Company's Quarry at Fairmount, Illinois.
2. The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Company. The Company agrees that all employees within the classification of work herein provided shall as a condition of continued employment become members of the Union not later than the thirty-first (31st) day following employment. Such employees shall thereafter maintain membership in good standing in the Union as a condition of continued employment. The Union agrees to indemnify and save the Company harmless against any claims, damage, suit or other form of liability which shall arise out of action taken by the Company for the purpose of complying with the Article.
3. The first ninety (90) calendar days of employment of a new employee shall be deemed to be a probationary period during which period he may be discharged for any reason without further recourse, provided, however, that the Company may not discharge or discipline for the purpose of evading this Agreement of discriminating against Union members. After said ninety (90) calendar days, the employee shall be placed on the regular seniority list as of the employee's original hire date.

ARTICLE 2 MANAGEMENT RIGHTS

It is understood and agreed that the Company retains all rights to manage the business and direct the work force, except as those rights are modified or restricted by an express provision of this Agreement. These rights include, but are not limited to: determination of the products, methods of production, equipment to be used, size and composition of the work force; discharge and discipline of employees for just cause; establishment and enforcement of reasonable rules and regulations, not in conflict with this Agreement; discontinuing or relocation of operations in whole or part.

ARTICLE 3 NO STRIKE OR LOCKOUT

The Company and Union agree that during the term of this Agreement and for such additional period as hereinafter provided for, there shall be no strikes, sympathy strikes, walkouts, stoppage of work, retarding of work, picketing or interference of any kind nor shall there be any lockout by the Company. Any and all differences between Union and Company and the employees and Company shall be settled by conference and arbitration as hereinafter provided. Parties hereto agree that the operations of the Company shall proceed during such arbitration. In the event of work stoppage or strikes, arbitration shall not begin until production has been restored.

ARTICLE 4 GRIEVANCES AND ARBITRATION

Should any grievance or dispute develop regarding the contract, the dispute shall be settled between the Local Union representative and the Company if possible. If the dispute cannot be settled at the local level, it shall be referred to a committee of three (3) for settlement. The committee of three (3) shall be composed of one member selected by the Union and one member selected by the Company. The two so selected shall then select a third member to complete the committee. If the third

ARTICLE 14 HEALTH AND WELFARE

Effective March 1, 2010 the Company shall contribute to the TEAMSTERS' CENTRAL STATES AND SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND Plan MB, the amounts shown below as of the effective date therein for each employee covered by this Agreement who performs work in the workweek.

<u>Effective Date</u>	<u>Weekly Contribution Rate</u>
03/01/2015	286.00

The following are exceptions to the work requirement provision stated above:

1. Paid Vacation. In the cases of worked vacations, only one contribution will be made per week, and a maximum of 52 weekly contributions for the calendar year.
2. If an employee is absent due to layoff, the Company will continue to make contributions for a period up to ninety (90) days. This is capped at this level for each calendar year regardless of the number of events which occur.
3. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of eight (8) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twenty-six (26) weeks.

ARTICLE 15 PENSION

During the term of this Agreement, the Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the amount shown below as of the effective date therein stated for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreement to which the Company may also be a party:

Effective 03/01/2015 \$197.90 per week

- By execution of this Agreement, the Company authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions to be taken by such Trustees within the scope of their authority.
- If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.
- Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement including weeks where work is performed for the Company, but not under the provisions of this Agreement (except where the employee is permanently transferred to a unit covered under another agreement) and although contributions may be made for those weeks into

some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

- If at any time during the term of this Agreement the law or Pension Fund requires additional funding into the Pension Plan, it is understood and agreed to that any additional funding contribution above what is shown above in this Article, will be funded by reducing employee wages.

ARTICLE 16 HOLIDAYS

Eight (8) straight time pay computed at the employee's regular hourly rate shall be paid for the following holidays:

New Year's	Floating Holiday	Memorial Day
Thanksgiving	Day after Thanksgiving	Fourth of July
Labor Day	Christmas	

- In order to qualify for holiday pay, an employee must have been on the payroll thirty (30) days, and must work the regularly scheduled work day before and after the holiday unless excused because of sickness, emergency, or by the superintendent of the plant. An employee may request to be excused on one of these qualifying days at least five (5) working days prior to the holiday and the superintendent, in his discretion, may grant such request. In the event all who request cannot be excused, seniority shall prevail, consistent with plant operations. If any of the above mentioned holidays is worked, double time shall be paid for all hours worked in addition to the holiday pay, subject to the provisions of Article IX with respect to schedule shifts running into a holiday. An employee shall be paid holiday pay notwithstanding that the holiday falls on a regularly scheduled day off or on Saturday. Sunday holidays will be observed on Monday. If the holiday falls within an employee's vacation period, he shall be paid for the holiday in addition to his vacation pay or shall receive an additional day of paid vacation in lieu of such holiday pay. The Floating Holiday must be scheduled at least five (5) days in advance and approved by the superintendent and will be granted using the same criteria as any other holiday.
- Regular employees shall be entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to non-occupational illness or injury; the first sixty (60) days of absence due to occupational illness or injury, if they return to work.

ARTICLE 17 LOCAL REPRESENTATIVES

The Business Representatives shall be allowed to visit the plants of the Company and interview any of the employees at reasonable business hours, provided, however, such visit or visits shall have reference to any matter coming within the terms of this Agreement. The Company recognizes the right to the Union to designate a job steward and alternate to handle such Union business as may from time to time be delegated them by the Union.

ARTICLE 18 COMPLETENESS OF AGREEMENT

- This Agreement supersedes and cancels any and all previous agreements between the parties hereto and contains and constitutes the entire Agreement between the parties and disposes of all present issues between them.
- The parties acknowledge that, during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter. Therefore, the Company and the Union each agree that the other shall not be obligated to bargain on any other subject during the term of the Agreement.
- This Article shall not be deemed a limitation on the right of the Union to discuss the proper wage and classification applicable to new machinery and/or equipment that may be introduced.

AGREEMENT

between

MATERIAL SERVICE CORPORATION

and

3081400-0106



HIGHWAY, CITY AND AIR FREIGHT DRIVERS, DOCKMEN, MARINE OFFICERS ASSOCIATION
AND HELPERS, LOCAL UNION NO. 600
(MASTERS, PILOTS/ENGINEERS)

January 1, 2012 through December 31, 2015

RECEIVED

SEP 14 2012

CONTRACT
DEPARTMENT

THE PARTIES TO THIS AGREEMENT, effective January 1, 2012, between MATERIAL SERVICE CORPORATION, party of the first part (hereinafter called the "Company"), and the HIGHWAY, CITY AND AIR FREIGHT DRIVERS, DOCKMEN, MARINE OFFICERS ASSOCIATION AND HELPERS, LOCAL UNION NO. 600 (Masters, Pilots/Engineers), party of the second part (hereinafter called the "Union"), agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1 - RECOGNITION

Section 1 - Operations Covered

The execution of this Agreement on the part of the Company shall cover certain towboat operations of the Company's towboats which are described in other parts of this Agreement and Supplements thereto, operating on the navigable Inland Waterways of the United States and shall in no event include off-shore vessels; nor shall this Agreement apply to the operation or to any personnel employed by the Company upon dredges, tenders, shuttle boats, and in general small vessels used by the Company for the performance of harbor work; nor shall this Agreement apply to any of the Company's shore employees irrespective of the fact that such employees may from time to time perform work on or about the Company vessels by way of maintenance, up-keep, salvage, conversion or repair of the same.

Section 2 - Employees Covered

The Company by this Agreement recognizes the Union as the sole and exclusive representative of the Company's Supervisory Marine Officers, consisting of Masters, Pilots and Steersman hired from outside the company and Marine Engineers for the purpose of collective bargaining in connection with all matters affecting wages, hours and conditions of employment.

Section 3 - Transfer of Company Title or Interest

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

ARTICLE 2 - UNION SECURITY

Section 1 - Membership in Union

All Deck Officers/Marine Engineers covered by this bargaining unit shall be required as a condition of employment to be or become members of the Union on or after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later, and thereafter remain members in good standing as a condition of continue employment.

Section 2 - Hiring

The Company and the Union agree to cooperate to secure properly qualified Officers. The Company agrees that when employing new Deck Officers/Marine Engineers, it will notify the Union that a position is open. Applicants submitted by the Union will be considered for employment along with applicants from other sources. Preference will be given to applicants submitted by the Union provided qualifications appear to be equal.

ARTICLE 19 - PENSION

Section 1

The Company will contribute to the Central States, Southeast and Southwest Areas Pension Fund per week for each employee covered by this Agreement who has been on the payroll forty-five (45) days or more and has been on the payroll during any calendar week as follows:

<u>Date Effective</u>	<u>Weekly Rate</u>
Effective January 1, 2012	\$124.80
Effective December 30, 2012	\$132.30
Effective December 29, 2013	\$140.20
Effective December 28, 2014	\$148.60

This rate shall continue for the remainder of the Agreement.

Contributions for an employee returning from layoff shall commence for the first calendar week following the week in which the employee returns to work. Pension contributions will be continued for any layoff period (as defined in Article XVIII) for a period equal to the time worked immediately prior to layoff, or the first thirty (30) days of layoff, whichever is less.

Section 2

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

ARTICLE 20 - LAY-UP RULES

When a vessel is laid up, the Company reserves the right to layoff all or any of the employees thereon or to transfer any or all members of the crew of said boat to another boat subject to the seniority provisions of Article V or to require said employees to take their accumulated leave time, if any, at its option. In the event such employees are laid off, they shall be paid their accumulated leave time, if any.

ARTICLE 21 - ENROUTE RULE

When a boat is enroute an employee may be permitted to leave the boat only with the permission of the Master. The Master shall keep an accurate record of the time that all crew members including all members covered by this Agreement, are absent from the boat. If the employee is absent from the boat without reasonable justification, he shall be considered to have terminated his employment.

ARTICLE 22 - BOAT PAYROLLS AND SCHEDULES

It is agreed that the Officers/Marine Engineers of each boat shall, subject to the approval of the Company, work out a schedule or method agreeable to them fixing the time when each employee's relief shall board the boat to relieve the said employee. The Company shall at all times be furnished with a copy of said schedule as the same may be amended from time to time. The Company shall have the right to change the schedule from time to time as in its judgment it may be necessary.

COLLECTIVE BARGAINING AGREEMENT

By and Between

MATHIE SUPPLY INC.

-And-

**GENERAL TRUCK DRIVERS AND HELPERS UNION
Local No. 92**

June 1, 2015 – May 31, 2018

RECEIVED

AUG 12 2015

**CONTRACT
DEPARTMENT**

THIS AGREEMENT, made and entered into by and between MATHIE SUPPLY, INC., party of the first part, and hereinafter referred to as the "Employer," and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, of the International Brotherhood of Teamsters, party of the second part, and hereinafter referred to as the "Union".

ARTICLE 1. – Union Shop

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

The term "employee" as used in this Agreement shall include drivers, helpers, warehousemen, and yardmen.

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

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

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

All present employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 61st day following the beginning of their employment or on and after the 61st day following the effective date of this subsection, whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

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

ARTICLE 14. - Holidays

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be paid holidays. Effective June 1, 1977, the day before Christmas shall be added as a paid holiday. Employees shall be paid for eight (8) hours' at the straight-time rate of pay. In order to qualify for the above holidays, the employee must work the regular work day before and the work day after the holiday, if requested to do so or unless absence is mutually agreed to.

All time worked on legal holidays, including New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, (plus the day before Christmas, effective June 1, 1977) shall be paid for at the rate of two (2) times the hourly rate.

In any week, Monday through Friday, in which a holiday falls, all hours worked in excess of thirty-two (32) shall be paid for at the rate of one and one-half (1 ½) times the prevailing hourly rate, except where there is a double holiday, then it shall be in excess of twenty-four (24) hours.

ARTICLE 15. – Military Clause

All employees covered by this Agreement who enlist or are conscripted into any Federal service shall, at the end of such service, retain their former position with the Employer and shall hold full seniority with the Employer and Local Union No. 92.

ARTICLE 16. – Pension Plan

Effective June 1, 2015, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of one hundred forty five dollars and sixty cents (\$145.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2016, the Employer shall contribute the sum of one hundred fifty four dollars and thirty cents (\$154.30) per week for each employee. Effective June 1, 2017, the Employer shall contribute one hundred sixty dollars and fifty cents (\$160.50) per week for each employee.

This Fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other Pension Fund under this Agreement or for operations under this contract to which the Employer is a party.

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

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

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

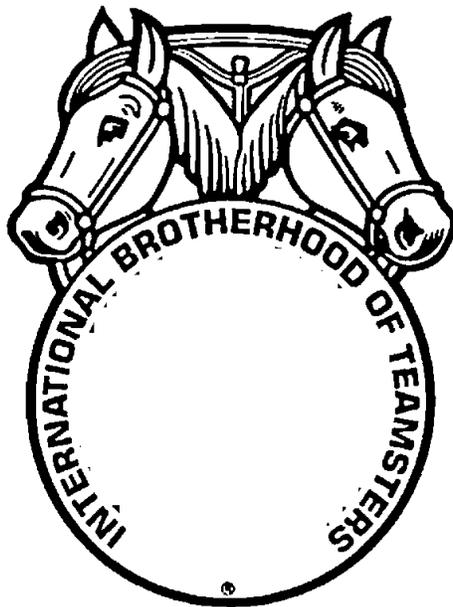
Contributions to the Pension Fund must be made for each week on each regular or extra employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although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

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

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

FINAK
JL

AGREEMENT BETWEEN
TEAMSTERS LOCAL UNION NO. 688
St. Louis, MO



AND

LOUIS MAULL COMPANY

RECEIVED

JANUARY 1ST 2014
through
DECEMBER 31ST 2016

JUL 11 2014

**CONTRACT
DEPARTMENT**

THIS AGREEMENT, DATED AS OF THE 1ST DAY OF JANUARY, 2014, BY AND BETWEEN LOUIS MAULL COMPANY OR ITS SUCCESSORS, LOCATED IN ST LOUIS, MISSOURI, HEREINAFTER CALLED THE "EMPLOYER" PARTY OF THE FIRST PART, AND TEAMSTER'S LOCAL UNION NO. 688, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, OR ITS SUCCESSORS, PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "UNION", IS FOR THE PURPOSE OF ESTABLISHING RATES OF PAY, WAGES, HOURS OF WORK, AND CONDITIONS OF EMPLOYMENT TO BE OBSERVED BETWEEN THE PARTIES HERETO.

ARTICLE 1 INTENT AND PURPOSE

IT IS THE INTENT AND PURPOSE OF THE PARTIES HERETO TO PROMOTE AND IMPROVE ECONOMIC AND INDUSTRIAL RELATIONSHIPS BETWEEN THE COMPANY AND ITS EMPLOYEES AND TO SET FORTH HEREIN THE COMPLETE AGREEMENT OF THE PARTIES RESPECTING RATES OF PAY, HOURS OF WORK AND CONDITIONS OF EMPLOYMENT.

ARTICLE 2 RECOGNITION

SECTION 1. THE EMPLOYER AGREES TO RECOGNIZE AND DOES HEREBY RECOGNIZE THE UNION, ITS AGENTS, REPRESENTATIVES, OR SUCCESSORS, AS THE EXCLUSIVE BARGAINING AGENCY FOR ALL OF THE EMPLOYEES OF THE EMPLOYER EXCEPT: OPERATING ENGINEERS, TRUCK DRIVERS, OFFICE AND SALES EMPLOYEES, SUPERVISORS, EXECUTIVES AND OFFICIAL STAFF.

SECTION 2. THE EMPLOYER WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

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

ARTICLE 3 REPRESENTATION

THE UNION SHALL BE REPRESENTED BY A SHOP STEWARD ON THE BASIS OF ONE (1) STEWARD FOR EACH TWENTY-FIVE (25) EMPLOYEES OR MAJOR PART THEREOF. THE SHOP STEWARD SHALL BE SELECTED IN ANY MANNER DETERMINED BY THE UNION. THE NAMES OF THE STEWARD SHALL BE CERTIFIED IN WRITING BY THE UNION TO THE EMPLOYER.

THE STEWARD SHALL MEET WITH MANAGEMENT AS OFTEN AS NECESSARY TO CONSIDER GRIEVANCES.

AFTER JULY 1ST OF ANY YEAR AND MUST TAKE THE TIME OFF TO WHICH HE IS ENTITLED PRIOR TO JUNE 30TH OF THE NEXT YEAR. THERE SHALL BE NO PAY IN LIEU OF VACATIONS.

SECTION 7. FLOATING VACATION DAY - EMPLOYEES WHO ARE ENTITLED TO VACATION OTHER THAN PLANT SHUTDOWNS AND WHO CHOOSE TO TAKE A WEEK THAT INCLUDES LABOR DAY, VETERANS DAY AND/OR THANKSGIVING, THEREBY NOT TAKING A FULL FIVE (5) DAY VACATION WEEK, MAY TAKE THEIR REMAINING VACATION DAYS AT THEIR DISCRETION SUBJECT TO THE SAME RULES FOR VACATIONS EXCEPT THAT THEY MAY BE USED IN CONJUNCTION WITH OTHER HOLIDAYS. EMPLOYEES MUST GIVE AT LEAST ONE (1) WEEKS NOTICE TO COMPANY FOR SINGLE DAY VACATION.

ARTICLE 31 INSURANCE AND WELFARE

EFFECTIVE JANUARY 1, 2014, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE \$24.50 FOR ALL EMPLOYEES COVERED BY THIS COLLECTIVE BARGAINING AGREEMENT TO AN INSURANCE AND WELFARE FUND TO BE HELD IN TRUST AS THE TEAMSTER'S LOCAL UNION NO. 688 INSURANCE AND WELFARE FUND, ON THE TERMS, USES AND CONDITIONS AS SET OUT IN SAID AGREEMENT OF TRUST, WHICH IS EXPRESSLY AGREED TO AND INCORPORATED HEREIN BY REFERENCE AS THOUGH FULLY SET OUT.

THE EMPLOYER AGREES TO MAINTAIN THE COST OF THE BENEFIT WITH NO INCREASE TO EXCEED \$1.00 PER MEMBER PER WEEK PER, PER YEAR.

THE EMPLOYER AGREES TO EXECUTE SAID AGREEMENT OF TRUST AND SUCH OTHER DOCUMENTS OR PAPERS AS MAY BE NECESSARY TO EFFECTUATE SAID INSURANCE AND WELFARE PROGRAM AND THE PURPOSES ANNOUNCED THEREIN.

THE EXECUTION OF THIS AGREEMENT SHALL BE REGARDED AS EXECUTION OF THE TRUST INDENTURE PROVIDED, HOWEVER, THAT THE EMPLOYER AGREES TO EXECUTE ANY OTHER DOCUMENTS AS MAY BE NECESSARY TO CARRY OUT THE INTENTS AND PURPOSES OF THE TRUST. THE EMPLOYER HEREBY RATIFIES ALL ACTIONS ALREADY TAKEN OR TO BE TAKEN BY SUCH TRUSTEES WITHIN THE SCOPE OF THEIR AUTHORITY.

ARTICLE 32 PENSIONS - MOVING FROM SCHEDULE A TO SCHEDULE B.

EFFECTIVE JANUARY 1, 2014, THE EMPLOYER AGREES TO CONTRIBUTE TO THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF ONE HUNDRED FORTY SEVEN DOLLARS AND EIGHTY CENTS (\$147.80) PER WEEK FOR SUCH EMPLOYEE WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. EFFECTIVE JANUARY 1, 2015, THE EMPLOYER AGREES TO CONTRIBUTE TO THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF ONE HUNDRED FIFTY THREE DOLLARS AND SEVENTY CENTS (\$153.70) PER WEEK FOR SUCH EMPLOYEE WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. EFFECTIVE JANUARY 1, 2016, THE EMPLOYER AGREES TO CONTRIBUTE TO THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF ONE HUNDRED FIFTY NINE DOLLARS AND EIGHTY CENTS (\$159.80) PER WEEK FOR SUCH EMPLOYEE WHO

HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE.

THE EMPLOYER THEREAFTER (BUT FOR A PERIOD NOT EXCEEDING THE TERMINATION OF THIS CONTRACT) AGREES TO CONTRIBUTE TO THE SAID CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND SUCH AMOUNT OR AMOUNTS AS ARE SPELLED OUT IN THIS AGREEMENT.

THIS FUND SHALL BE THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. THE UNION AND THE EMPLOYER AGREES TO BOUND BY, AND HEREBY ASSENT TO ALL OF THE TERMS OF THE TRUST AGREEMENT CREATING SAID CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, ALL OF THE RULES AND REGULATIONS HERETOFORE AND HEREAFTER ADOPTED BY THE TRUSTEES OF SAID TRUST FUND PURSUANT TO SAID TRUST AGREEMENT, AND ALL OF THE ACTIONS OF THE TRUSTEES IN ADMINISTERING SUCH TRUST FUND IN ACCORDANCE WITH THE TRUST AGREEMENT AND RULES ADOPTED. THEIR SIGNATURES TO THIS COLLECTIVE BARGAINING AGREEMENT SHALL BE DEEMED SUFFICIENT TO SIGNIFY THEIR ASSENT TO AND WILLINGNESS TO BE BOUND BY THE TERMS OF SAID TRUST AGREEMENT AS FULLY AS THOUGH THEY AND EACH OF THEM HAS INDICATED THEIR ASSENT OF AND EXECUTED SAID TRUST AGREEMENT.

THE EMPLOYER HEREBY ACCEPTS AS EMPLOYER TRUSTEES, THE PRESENT EMPLOYER TRUSTEES APPOINTED UNDER SAID TRUST AGREEMENT AND ALL SUCH PAST OR SUCCEEDING EMPLOYER TRUSTEES AS SHALL HAVE BEEN OR WILL BE APPOINTED IN ACCORDANCE WITH THE TERMS OF THIS TRUST AGREEMENT. THE UNION HEREBY ACCEPTS AS UNION TRUSTEES THE PRESENT UNION TRUSTEES APPOINTED UNDER SAID TRUST AGREEMENT AND ALL SUCH PAST OR SUCCEEDING UNION TRUSTEES AS SHALL HAVE BEEN OR WILL BE APPOINTED WITH THE TERMS OF THE TRUST AGREEMENT. THE EMPLOYER AGREES THAT IT WILL EXECUTE SAID ATTACHED AGREEMENT OF TRUST AND SUCH OTHER DOCUMENTS OR PAPERS AS MAY BE NECESSARY TO EFFECTUATE SAID WELFARE AND PENSION PROGRAMS AND THE PURPOSES ANNOUNCED THEREIN.

IF AN EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF THE JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF THE EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS.

ARTICLE 33 SICK LEAVE

FOR EMPLOYEES HIRED BEFORE JANUARY 1ST 2014; EMPLOYEES SHALL BE ENTITLED TO AN AUTOMATIC LEAVE OF ABSENCE WHEN OFF WORK DUE TO ILLNESS OR ACCIDENT TO LAST UNTIL THE EMPLOYEE IS ABLE TO RETURN TO WORK. EMPLOYEES SHALL BE ENTITLED TO PAY, WHEN OFF WORK DUE TO ILLNESS OR ACCIDENT, UP TO A MAXIMUM OF SIXTY FOUR (64) HOURS IN ANY YEAR, INCLUDING TIME SPENT AT THE L.H.I. PLUS PAST ACCUMULATED UNUSED SICK LEAVE. ANY PORTION OF THE SIXTY FOUR (64) HOURS NOT

LOUIS MAULL CO.
ACCOUNT NO.: 5100300-0102-00688A

LETTER OF UNDERSTANDING AND AGREEMENT

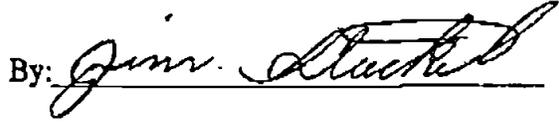
Effective January 1, 2014, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a casual employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any casual employee (casual meaning an employee hired for short-term or sporadic periods) works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for non-casual employees.

LOUIS MAULL CO.

LOCAL UNION NO. 688

By: 

By: 

Title: President

Title: Business Agent

Date: 3-27-15

Date: 3-26-15

AGREEMENT

between

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC
EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES – GREATER
CINCINNATI / NORTHERN KENTUCKY AIRPORT AND
MISCELLANEOUS JURISDICTION, GREATER CINCINNATI, OHIO
LOCAL UNION NO. 100**

**an affiliate of the
International Brotherhood of Teamsters**

and

MAXIM CRANE WORKS, L.P.

03/01/14 – 02/28/17

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MAR 25 2014

**CONTRACT
DEPARTMENT**

Maxim Crane Works, L.P.
840 Licking Pike
PO Box 308
Newport, KY 41072

03/01/14 – 02/28/17

AGREEMENT

THIS AGREEMENT is entered into by the Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereafter known as the Union, and MAXIM CRANE WORKS, L.P., hereafter known as the Employer.

ARTICLE 1. RECOGNITION.

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

The term employee refers to all dump truck drivers and helpers, all water truck drivers, and all haulers of equipment used in the Company's excavation operations. The term employee also refers to drivers who haul equipment for the Company's crane operation whose duties, upon reaching the job site, do not include responsibility for crane assembly, operation or disassembly. The term employee does not include any person employed by the Company in the bargaining unit represented by the Operating Engineers.

Section 2. A list of those employees covered by this Agreement at the time of its execution is attached as Attachment A.

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union. Any agreement between the Employer and any employee covered by this Agreement providing for wages, working conditions, and other terms of employment contrary to the terms of this Agreement shall be void and of no effect, and the acceptance by the employee of any wages, working conditions, or terms of employment less than those provided by this Agreement, shall not constitute a waiver of the employee's right to the wages, working conditions, and terms of this Agreement.

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

Section 5. The Company may, from time to time, assign work to employees covered by this Agreement which historically they have not performed. Similarly, the Company may, from time to time, assign work to persons not covered by this Agreement which historically has been performed by employees covered by this Agreement. These assignments do not violate this Agreement, nor can they, or shall they, in any way be used to deem an employee as no longer covered by this Agreement, or that a person previously recognized as outside of the bargaining unit as covered by the Agreement.

Employers who are delinquent must also pay all attorney's fees and costs of collections.

ARTICLE 19. PENSIONS.

The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement, as defined in Article 1, Section 2, who has been on the payroll sixty (60) days or more as follows:

Effective 03/01/14 - \$330.20 per participant per week
Effective 03/01/15 - \$342.00* per participant per week
Effective 03/01/16 - \$342.00* per participant per week

*This rate represents the maximum rate required to maintain the primary schedule of benefits.

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

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, and provides doctor's certification that the employee cannot return to work, then the Employer shall continue to make the required contributions for a period of four (4) weeks (five days per week). If an employee is injured on the job, the Employer shall continue to pay the required maximum weekly contributions until such employee returns to work or is able to return to work as determined by Workers' Compensation review; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

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

Contributions to the pension fund must be made for each week and/or day on each regular employee, even though such employees may work only part time under the provisions of this Agreement, including weeks/days where work is performed for the Employer but not under the provisions of this Agreement. Contributions shall be made for any regular employee on layoff who is worked one (1) day in any week for any reason.

Notwithstanding anything to the contrary, the Company shall have no obligation under this Agreement or applicable law to make contributions to the Central States Southeast and Southwest Areas Health & Welfare Fund for any individuals employed by the Company and not identified as a covered employee under Article 1, Section 2.

If any non-probationary employee is worked a day in any work week, either as a replacement or supplemental employee, the Employer shall pay the weekly or daily contribution rate, whichever is applicable, for that work week.

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

ARTICLE 20. CHECK-OFF.

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, and/or uniform assessments of the Union and agrees to remit such deductions to the Union. Where the law requires written authorization for such deductions by an employee, such authorizations shall be furnished in the form required by law. No deduction shall be made which is prohibited by applicable law. Any monies so deducted shall be remitted to the Union within fifteen (15) days after deduction is made.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly D.R.I.V.E. payroll deduction plan.

ARTICLE 21. TIME CLOCKS.

Where the Employer provides time clocks, employees shall ring their own time cards. Where time clocks are not provided, employees shall sign their own time sheet or cards.

ARTICLE 22. SALE AND TRANSFER.

The parties hereto agree that this Agreement shall be binding upon themselves, their successors, administrators and assigns, and in the event the business of the Employer signator hereto is sold, the Employer agrees to notify the purchaser of the existence of this Agreement and that as a purchaser of said business shall be bound by the terms thereof.

In the event the Employer purchases another company, and they are combined as one, the employees of the purchased company shall be added at the bottom of the existing seniority list.

ARTICLE 23. HELPERS ON DRAGS.

Helpers shall be used on all drags where required by law. On all trucks where helpers are required such helpers shall be under the jurisdiction of the Union and shall be selected at the company's discretion and not in seniority fashion.

ADDENDUM

BETWEEN

MAYFIELD TRANSFER CO., INC.

AND

TEAMSTERS LOCAL UNION NOS. 200 & 26

All other terms and conditions not provided for in this Addendum shall be covered by the National Master Freight Agreement, Central States Local Cartage and/or Central States Over-the-Road Supplemental Agreements for the period of April 1, 2003 through March 31, 2008.

The following exceptions to the above-named Agreements shall be by this Addendum:

WAGES

Drivers/Dock: Effective October 1, 2003, \$18.61 per hour
Effective October 1, 2004, \$18.91 per hour
Effective October 1, 2005, \$19.31 per hour
Effective October 1, 2006, \$19.71 per hour

Mechanics: Effective October 1, 2003, \$17.20 per hour
Effective October 1, 2004, \$17.50 per hour
Effective October 1, 2005, \$17.90 per hour
Effective October 1, 2006, \$18.30 per hour

Casuals: Casuals shall receive 85% of the rates set forth above.

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OCT 15 2004
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HEALTH AND WELFARE

The following shall apply to the employees at the Milwaukee location only:

Amend the first sentence of the first paragraph of Article 54 of the Central States Local Cartage Supplement by substituting "Wisconsin Health Fund" for "Central States, Southeast and Southwest Areas Health and Welfare Fund" and delete the second sentence, it being agreed that there shall be no daily contributions rate. In the event an eligible employee works one (1) day or more during a calendar week, the Employer shall be obligated to pay the full weekly contribution to the Wisconsin Health Fund for and on his behalf for that week.

HOLIDAYS

Holidays shall be as listed below for the life of this Agreement:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

SICK LEAVE

The employees may use the contractual five (5) sick days as personal days. The Employer reserves the right to pre-select which two (2) days of the above-listed days may be taken on. The remaining three (3) days may be taken at the employee's option.

FOR THE COMPANY:

MAYFIELD TRANSFER CO., INC.

By: *R. Emerick*
 Title: V.P. Sales + Ops
 Date: 9/8/03

FOR THE UNIONS:

TEAMSTERS "GENERAL" LOCAL UNION NO. 200

By: *Robert Burdack*
 Title: Secretary Treasurer
 Date: Sept 4, 03
 By: *Chris Vassar*
 Title: President
 Date: 9/4/03

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TEAMSTERS LOCAL UNION NO. 26

By: *Garry J. Conlett*
 Title: President
 Date: 8/20/03

ORIGINAL

**THIS AGREEMENT ENTERED INTO BY AND BETWEEN
CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 135, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

and

MB WATER, INC.

SEPTEMBER 27, 2013 TO SEPTEMBER 26, 2016

RECEIVED

OCT 30 2013

**CONTRACT
DEPARTMENT**

PREAMBLE

MB WATER, Inc. hereinafter referred to as the Employer or Company, and CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 135, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1

UNION SHOP

1.1 The Company recognizes and acknowledges that the Union shall be the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

1.2 As a condition of continued employment, all persons who are hereafter employed by the Company in the units subject to this Agreement shall become members of the Union not later than the thirtieth (30th) day following the beginning of their employment or the effective date of this Agreement, whichever is the later; that the continued employment by the Company in said units of employees who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of periodic dues to the Union and the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirtieth (30th) day following the execution of this Agreement. No requirements for maintenance of membership in good standing beyond those provided for in the Labor Management Relations Act of 1947, as

25.4 Servicemen, installers and delivery people will record times of service, installations and all deliveries. Upon completion of the duties performed, will return to the plant, and work in plant until end of scheduled shift.

25.5 If the Company is unable to contact or ascertain a qualified employee for a call-out, the Company may service the call with a non-bargaining unit person.

ARTICLE 26

PENSION

26.1 Effective September 27, 2013, the Employer shall contribute to a pension fund the sum of One hundred Thirty seven Dollars and ninety cents (\$137.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

26.2 Effective September 27, 2014, the Employer shall contribute to a pension fund the sum of One hundred Forty Three Dollars and forty cents (\$143.40) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

26.3 Effective September 30, 2015, the Employer shall contribute to a pension fund the sum of One hundred Forty Nine Dollars and ten cents (\$149.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

26.4 This fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest

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

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

Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part time under the provisions of this contract, and although contributions may be made for these weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

It is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Pension Fund created under this contract, in accordance with the rules and regulations of the Trustees of such funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

26.6 Employees are asked to provide six (6) months advance notice of their intent to retire to management in writing, except for health related conditions.

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

worked.

ARTICLE 27

WAGES

27.1 The following shall be the minimum rates of pay for all employees covered by this Agreement:

	<u>9/27/13</u>	<u>9/27/14</u>	<u>9/27/15</u>
All Classifications	\$17.08	\$17.43	\$17.78

27.2 Employees with a hire date after 9/27/13 shall be paid as follows:

A. Starting pay for a new hire employee will be paid at \$3.00 less than the top rate of pay for regular employees covered under this Agreement.

B. An hourly increase of One Dollar (\$1.00) per hour will be given to new hire employees after they have completed 12 months of employment.

An hourly increase of One Dollar (\$1.00) per hour will given to new hire employees after they have completed 18 months of employment.

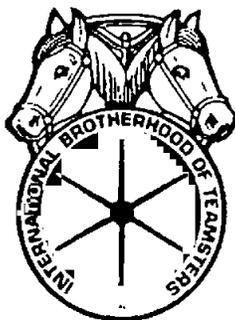
An hourly increase of One Dollar (\$1.00) per hour will be given to new hire employees after they have completed 24 months of employment.

C. New hire employees will receive all contractual increases given regular employees.

AGREEMENT

between

**GENERAL TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS
LOCAL UNION #697
WHEELING, WV**



and

MCCANN DISTRIBUTING, INC. OF WV



RECEIVED

SEP 25 2012

**CONTRACT
DEPARTMENT**

EFFECTIVE: September 1, 2012 Through August 31, 2015

A G R E E M E N T

Made and entered into between MCCANN DISTRIBUTING, INC., hereinafter referred to as the EMPLOYER, and the GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION #697 of Wheeling, WV, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the UNION.

WITNESSETH:

WHEREAS: The parties hereto are desirous of entering upon an Agreement as to wage rates and conditions of employment and to do away with the possibility of strikes, boycotts, lockouts and the like.

NOW, THEREFORE, the Employer and the Union acting by and thru their duly authorized agents hereby agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Section 1: The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, dock men, warehousemen, checkers, power lift operators and such other employees as may be presently or hereafter represented by the Union, engaged in delivery and handling of beer within the jurisdiction of the local Union.

Section 2: Employees covered by this Agreement shall be construed to mean, but not limited to any driver, chauffeur, driver helper operating a truck, tractor, or any other vehicle operated on the highway, street or private road for transportation purposes. The term employee also includes, but is not limited to all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving and allied work, except in cases of necessity or where it is unavoidable. The Union and Employer shall agree on circumstances arising that would create a time of necessity or unavoidable action, without such agreement the matter shall be settled through the grievance procedure Article XXIII of this Agreement.

ARTICLE II RECOGNITION

Section 1. The Employer recognizes and acknowledges that the General Teamsters, Chauffeurs, Warehousemen and Helpers Local Union #697, Wheeling, WV affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America is the exclusive representative of all employees coming under the scope of this Agreement, except as agreed otherwise in accordance with Section 2 of Article I, for the purpose of collective bargaining, to establish rates of pay, hours of work, terms and tenure of employment and other conditions of employment for the employees.

Section 7. Provision of this Article shall not apply to casuals or extra employees (see Article XXX).

ARTICLE XXIV
PENSION

Section 1. Rates:

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund per week for each employee who has been on the payroll for a period of thirty (30) days or more and shall be paid regardless of the number of hours worked per week, as follows:

<u>9-2-12</u>	<u>9-1-13</u>	<u>8-31-14</u>	<u>8-30-15</u>	<u>9-4-16</u>
\$132.80	\$138.10	\$143.60	\$149.30	\$155.30

Section 2. By the execution of this Agreement the Employer authorizes the Trustees which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job the Employer shall continue to pay the required contribution until such employee returns to work however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence the Employer shall collect from said employee prior to the leave of absence being effective sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4. Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Agreement.

Section 5. Failure by the Employer to pay to the Trustees the amount due shall be deemed a breach of this Agreement by the Employer. The Union shall have the right to enforce the collection thereof against the Employer in the same manner as payment of wages directly from the Employer to his Employees.

Section 6. The provisions of this Article shall not apply to casual or extra employees. (See Article XXX)

AGREEMENT

BETWEEN

Mc CAUSEY LUMBER

AND

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

Effective April 1, 2008 through March 31, 2011

RECEIVED

MAY 14 2009

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of April, 2008 by and between Mc CAUSEY LUMBER (hereinafter called the "Employer") and the TEAMSTERS LOCAL UNION No. 247 affiliated with the International Brotherhood of Teamsters, (hereinafter called the "Union").

ARTICLE I RECOGNITION OF UNION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and other conditions of employment for all employees in those classifications of employees covered by this Agreement and listed in Article XXV (Classifications and Wages).

ARTICLE II UNION SHOP AND DUES

SECTION 1. All present and future employees covered by this Agreement shall, as a condition of their continued employment by the Employer, become and remain members in good standing in the Union, to the extent of paying or tendering an initiation fee and periodic dues uniformly required as a condition of membership in the Union, no later than either the thirty-first (31st) day following the beginning of their employment or the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

SECTION 2. The Union will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union. Membership in the Union will not be denied or terminated for any reason, except as provided by law. The Union at the time of requesting the discharge of any employee shall make such request in writing stating the reason therefore.

SECTION 3. The Employer will deduct an initiation fee and periodic Union dues from the pay of employees covered by this Agreement who individually authorize such deductions in writing. The Union shall present to the Employer an executed copy of such authorization before any deductions shall be made. Deduction of dues shall be made the first (1st) pay in each month and the dues deducted shall be remitted to the Union not later than the fifteenth (15th) day of the month in which they are deducted. Initiation fees shall be deducted in accordance with the authorizations and paid over promptly thereafter to the Union.

SECTION 4. The Union shall indemnify and save the Employer harmless against any and all claims, suits, demands or other forms of liability that may arise out of or by reason of complying with any of the provisions of this Article II relating to Union membership and the collection of dues and initiation fees.

SECTION 5. The Employer shall also forward to the Union, with the monthly dues

**ARTICLE XXII
PENSION**

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

<u>Effective Date:</u>	<u>Weekly Contribution Amount:</u>
4/1/08	\$69.00
11/2/08	\$74.50
4/1/09	\$80.50
4/1/10	\$86.90

SECTION 2. This fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas agreements to which the Employer is also a party.

SECTION 3. By the execution of this Agreement the Employer authorizes the employers' associations which are parties thereto to enter into appropriate trust agreements necessary for the administration of such fund and to designate the Employer Trustees under such agreement hereby waiving all notice thereof and ratifying all lawful actions already taken or to be taken by such trustees within the scope of their authority.

SECTION 4. Contributions to the pension fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of the Agreement, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

SECTION 5. There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the pension fund, regardless of whether the equipment rental is at the minimum rate or more and regardless of the manner of computation of owner-driver compensation.

SECTION 6. During the term of this Agreement remittances shall be payable on the first (1st) of each month for all full work weeks completed the previous month. Payments shall be made on or before the fifteenth (15th) of the month following and forwarded to a depository to be selected by the parties hereto. Copies of the Trust Agreement will be on file subject to inspection at the offices of both the Union and the Employer.

AGREEMENT
BETWEEN
MCDOWELL TIRE CO.
AND
TEAMSTERS LOCAL 41

EFFECTIVE
JUNE 6, 2014
THROUGH
JUNE 5, 2019

RECEIVED

JUL 08 2014

CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

THIS AGREEMENT entered into this _____ 6th _____ day of June 2014, by and between MCDOWELL TIRE CO., P.O. BOX 34726, North Kansas City, Missouri 64116, hereinafter referred to as "the Employer", and the LOCAL UNION NO. 41, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "the Union".

ARTICLE 1 RECOGNITION - MEMBERS

This Agreement shall cover all work performed by the Employees covered hereby, as described in the National Labor Relations Board Election, including Porters.

ARTICLE 2 RECOGNITION - TRANSFERS

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the entire business is transferred, the contract of lease or transfer shall contain a clause obligating the Lessee or Transferee to be subject to the terms and conditions of this Agreement for the life hereof. This does not apply to a bonafide sale of the business to a third party. It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this contract.

FUNERAL

If an Employee is off work due to a death in their immediate family, the Employer agrees to pay such Employee for three (3) days that may be taken off at such time. The immediate family shall consist of:

Mother
Father
Step-Mother
Step-Father
Wife
Sister
Brother
Children
Wife's Mother or Father and/or Step-Mother or Step-Father (one but not both)
Grandparents/Grandchildren

CALL IN

Employees reporting after being recalled for work shall be guaranteed two (2) hours pay.

If an Employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. Employer must pay Health and Welfare contributions for up to fourteen (14) days for training in Military Reserves or National Guards. If an Employee is granted a leave of absence the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Contributions to the Health and Welfare Fund must be made for each week on each regular or extra Employee even though such Employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the Employer but not under the provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund. Employees who work either temporarily or in cases of emergency, under the terms of this Contract, shall not be covered by the provisions of this paragraph. Employees presently making payments to the HEALTH AND WELFARE FUND and Employers, who may subsequently begin to make payments into such Fund, shall continue to make such payments for the life of this Agreement. Action for delinquent contributions may be instituted by either the Local Union or the Trustees. Employers who are delinquent must also pay all attorneys fees and costs of collection.

The Company shall have no contractual relationship with any insurance company. The Union warrants that any plan or program shall be in full compliance with applicable laws and will hold the Company harmless from any claims which may arise out of said payments or the insurance provided.

ARTICLE 10

PENSION FUND

The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, per week, for each Employee covered by this Agreement who has been on the payroll thirty (30) days or more.

June 6, 2014 - \$90.80 per week
June 6, 2015 - \$94.43 per week
June 6, 2016 - \$98.21 per week
June 6, 2017 - \$102.14 per week
June 6, 2018 - \$106.23 per week

This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other Pension Fund under this Contract for operations under this Contract.

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. Employer must pay Pension contributions for up to fourteen (14) days for training in Military Reserves or National Guards, provided such absence affects his credits for Pension. If an Employee is granted a leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each week on each regular or extra Employee, even though such Employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the Employer but not under the provisions of this Contract, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this paragraph. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must pay all attorney's fees and costs of collection.

ARTICLE 11

NO-STRIKE NO-LOCKOUT

The Union and Employer agree that there shall be no strike or lockout without first using all possible means of peaceful settlement of any controversy which might arise as provided in Article 12.

ARTICLE 12

GRIEVANCE PROCEDURES

Employee grievances or disputes relating to the interpretation or application of provisions of this Agreement are subject to the following grievance procedure:

(a) The Employee with the Steward shall present the grievance to the Employee's immediate supervisor within five (5) calendar days after the facts giving rise to the grievance are known or should have been known by the Employee.

AGREEMENT
BETWEEN
MCDOWELL TIRE CO.
AND
TEAMSTERS LOCAL 618

EFFECTIVE
MAY 1, 2014
THROUGH
APRIL 30, 2019

RECEIVED

MAY 05 2014

CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

THIS AGREEMENT entered into this 1ST day of MAY, 2014, by and between MCDOWELL TIRE CO., P.O. Box 34726, North Kansas City, Missouri 64116, hereinafter referred to as "the Employer", and the LOCAL UNION NO. 618, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "the Union".

ARTICLE 1

RECOGNITION - MEMBERS

This Agreement shall cover all work performed by the Employees covered hereby, as described in the National Labor Relations Board Election, including Porters.

ARTICLE 2

RECOGNITION - TRANSFERS

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the entire business is transferred, the contract of lease or transfer shall contain a clause obligating the Lessee or Transferee to be subject to the terms and conditions of this Agreement for the life hereof. This does not apply to a bonafide sale of the business to a third party. It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this contract.

FUNERAL

If an Employee is off work due to a death in their immediate family, the Employer agrees to pay such Employee for three (3) days that may be taken off at such time. The immediate family shall consist of:

- Mother
- Father
- Wife
- Sister
- Brother
- Children
- Wife's Mother or Father

CALL IN

Section 6. Employees reporting after being recalled for work shall be guaranteed two (2) hours pay.

SICK LEAVE

Section 8. The Company has the right to establish procedures to control absenteeism. The current agreed upon program is attached as Exhibit "A".

ARTICLE 10

PENSION FUND

Effective the following dates, the Employer shall contribute to the CENTRAL STATES PENSION FUND, the following amounts, per week, for each Employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective May 1, 2014 - \$ 67.20
Effective May 1, 2015 - \$ 69.89
Effective May 1, 2016 - \$ 72.69
Effective May 1, 2017 - \$ 75.60
Effective May 1, 2018 - \$ 78.62

This Fund shall be the CENTRAL STATES PENSION FUND. There shall be no other Pension Fund under this Contract for operations under this Contract.

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. Employer must pay Pension contributions for up to fourteen (14) days for training in Military Reserves or National Guards, provided such absence affects his credits for Pension. If an Employee is granted a leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each week on each regular or extra Employee, even though such Employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the Employer but not under the provisions of this Contract, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this paragraph. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must pay all attorney's fees and costs of collection.

ARTICLE 11

NO-STRIKE NO-LOCKOUT

The Union and Employer agree that there shall be no strike or lockout without first using all possible means of peaceful settlement of any controversy which might arise as provided in Article 12.

AGREEMENT
BETWEEN
MCDOWELL TIRE CO.
AND
TEAMSTERS LOCAL 745

EFFECTIVE
JUNE 6, 2015
THROUGH
JUNE 5, 2020

RECEIVED

JUL 15 2015

CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

THIS AGREEMENT entered into this 6th day of June 2015, by and between MCDOWELL TIRE CO., P. O. Box 34726, North Kansas City, Missouri, 64116, hereinafter referred to as "the Employer", and the LOCAL UNION NO. 745, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "the Union".

ARTICLE 1 RECOGNITION - MEMBERS

This Agreement shall cover all work performed by the Employees covered hereby, as described in the National Labor Relations Board Election, including Porters.

ARTICLE 2 RECOGNITION - TRANSFERS

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the entire business is transferred, the contract of lease or transfer shall contain a clause obligating the Lessee or Transferee to be subject to the terms and conditions of this Agreement for the life hereof. This does not apply to a bonafide sale of the business to a third party. It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this contract.

ARTICLE 3 EMPLOYMENT - PROBATION

All new Employees shall become members of the Union on the thirty-first (31st) day from date of employment or their employment shall be terminated at the end of the thirty-first (31st) day. The first sixty (60) days of employment will be regarded as a probationary period. After completion of the sixty (60) day probationary period seniority will date from date of hire with the Company. The Company may extend the probationary period an extra thirty (30) days upon written request to the Local Union. The Employer shall inform the Union within five (5) days of the date of commencement of employment of each new Employee hired by it. Upon presentation by the Union to the Employer of the following written authorization signed by the Employee, the Employer shall deduct from such Employee's pay and remit to the Union the amount therein called for, until such time as such authorization is revoked by such Employee in writing.

(Print Full Name)

hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues initiation fees and uniform assessments of Local Union 745, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

31st day of employment.

If an Employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. Employer must pay Health and Welfare contributions for up to fourteen (14) days for training in Military Reserves or National Guards. If an Employee is granted a leave of absence the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Contributions to the Health and Welfare Fund must be made for each week on each regular Employee. Employees presently making payments to the Central States Southeast and Southwest Areas Health and Welfare Fund and employers who may subsequently begin to make payments into such Fund, shall continue to make such payments for the life of this Agreement.

The Company shall have no contractual relationship with any other insurance company. The Union warrants that any plan or program shall be in full compliance with applicable laws and will hold the Company harmless from any claims which may arise out of said payments or the insurance provided.

MB Benefits	Effective	June 7 th , 2015 Thru June 4 th , 2016	\$263.50 per week
	Effective	June 5 th , 2016 Thru June 3 th , 2017	\$293.10 per week*
	Effective	June 4 th , 2017 Thru June 2 th , 2018	\$325.60 per week*
	Effective	June 3 rd , 2018 Thru June 1 st , 2019	TBD
	Effective	June 2 nd , 2019 Thru June 5 th , 2020	TBD

* Not to Exceed

ARTICLE 13 PENSION FUND

Effective the following dates, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the following amounts, per week starting the first work day following the 30th day. Per Kris Taylor per Central States via phone call on 6/01/2012 2:06 P.M.

Effective June 6 th , 2015	- \$148.60 Per Week
Effective June 6 th , 2016	- \$154.50 Per Week
Effective June 6 th , 2017	- \$160.70 Per Week
Effective June 6 th , 2018	- \$167.10 Per Week
Effective June 6 th , 2019	- \$173.80 Per Week

This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other Pension Fund under this Contract for operations under this Contract.

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. Employer must pay Pension contributions for up to fourteen (14) days for training in Military Reserves or National Guards, provided such absence affects his credits for Pension. If an Employee is granted a leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE 14 NO-STRIKE NO-LOCKOUT

The Union and Employer agree that there shall be no strike or lockout without first using all possible means of peaceful settlement of any controversy which might arise as provided in Article 15.

ARTICLE 15 GRIEVANCE PROCEDURES

Employee grievances or disputes relating to the interpretation or application of provisions of this Agreement are subject to the following grievance procedure:

- (a) The Employee with the Steward shall present the grievance to the Employee's immediate supervisor within five (5) calendar days after the facts giving rise to the grievance are known or should have been known by the Employee.
- (b) If the grievance is not thus adjusted, then the grievance shall be reduced to writing

RECEIVED

APR 08 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

Between

McFARLING FOODS, INC.
or its successors, (hereinafter referred
to as the "Employer" or "Company"),

and

THE CHAUFFEURS, TEAMSTERS,
WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 135,
of Indianapolis, Indiana, affiliated
with the INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA, or its successors
(hereinafter referred to as the "Union").

For the Period

January 1, 2014 to December 31, 2016

ARTICLE 1 UNION RECOGNITION

Section 1.1. The Company agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive representative and collective bargaining agency for all of the employees of the Company as hereinafter defined.

Section 1.2. The term "employee" as used in this Agreement shall include all Truck Drivers.

ARTICLE 2 UNION SECURITY

Section 2.1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement, shall become members of the Union not later than the thirty first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that effective from and after the thirty first (31st) day following the execution date of this Agreement, the continued employment by the Company in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those person becoming members of the Union not later than the thirty first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall oblige the Company, upon written notice from the Union to such effect and to the further effect that Union membership was available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Employer to discharge such person. It is understood that the above language of article two (2) section one (1) is only effective to the extent it is permitted by Indiana State and Federal law.

Section 2.2. Miscellaneous Provisions

(a) The Company will neither negotiate nor make any agreements for any of its employees in the bargaining unit covered hereby unless it be through the duly authorized representative of the Union.

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

(c) When the Company needs additional employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants.

(d) The Company agrees to deduct each month, from the paychecks of all employees, who are covered by this Agreement, all periodic dues and initiation fees owing to the Union by the employees, provided, however, that an employee shall have signed and submitted a written

to exceed three (3) working days. On such occasions, and when the employee provides evidence of said demise of a listed family member, the employee will receive one (1) day of bereavement pay. In the event of a death of a cousin of the employee, the Company will grant a leave of one (1) day for the funeral. On such occasions, the employee will receive no bereavement pay but may substitute personal or sick-day benefits for that absence.

Section 30.3. The Company reserves the right to request verification of the absence (i.e., death certificate, obituary notice, written eulogy, etc.), prior to granting bereavement pay.

ARTICLE 31 PENSIONS

Section 31.1. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the following amount for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective January 1, 2014 – \$80.30 per week per employee;
Effective January 1, 2015 - \$83.50 per week per employee;
Effective January 2, 2016 - \$86.80 per week per employee;
Effective January 2, 2017 - \$90.30 per week per employee.

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

Section 31.2. This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts to which Companies who are party to this contract are also parties.

Section 31.3. By the execution of this Agreement, the Company authorizes the Employers' Associations which are party hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 31.4. If an employee is absent because of illness or off the job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 31.5. There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at

the minimum rate or more, and regardless of the manner of computation of owner driver compensation. Contributions to the Pension Fund must be made for each week on each regular or extra employee even though such employee may work only part time under the provisions of this Agreement, including weeks where work is performed for the Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

Section 31.6. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Companies who are delinquent must also pay attorney's fees and costs of collections.

Section 31.7. Notwithstanding anything herein contained, it is agreed that in the event any Company is delinquent at the end of a period in the payment of his contributions to the Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such funds, after the proper official of the Local Union has given seventy two (72) hours' notice to the Company of such delinquency in pension payments, the Local Union or Area Conference shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses resulting there from.

ARTICLE 32 HEALTH, VISION, LIFE AND DENTAL INSURANCE

Section 32.1. The company shall provide a comprehensive insurance plan including the following elements: Health, Vision, Dental, and Life coverage as summarized in "Appendix B" to this Agreement. Members will be required to make weekly premium contributions during the term of this agreement as summarized in "Appendix B." The company and Union agree that members will receive coverage, limits, co-pays, and out-of-pocket expenses materially similar, and where possible, identical to the health plan for the company's non-union employees.

ARTICLE 33 UNIFORM RULES AND REGULATIONS

The following rules and regulations, and the penalties to be charged for violation of same are placed into effect, with the approval of the Company and Union, so that all employees may know what duties are required of them in the general conduct of the Company's business.

The Employer and the Union reserve the right, upon proper notification, to revise the Rules and Regulations listed herein, and also reserve the right to use the grievance machinery as contained in the applicable contracts. Rules and Regulations herein contained shall not supersede any rules or regulations of present union contracts.

Discipline imposed under these rules must be imposed within ten (10) days from date notice of employee violation is had. Protests of any such discipline must be filed within ten (10) days after notice is received by employee.

LOCAL 100 GENERAL CONSTRUCTION ADDENDUM
FOR EMPLOYERS SIGNED TO THE
NATIONAL MAINTENANCE AGREEMENT
AND THE
PRESIDENT'S AGREEMENT
CONTRACT PERIOD: 07/01/13 – 06/30/16

WAGE RATES:

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATES</u>		
	<u>07/01/13</u>	<u>07/01/14</u>	<u>07/01/15</u>
Field Foreman	\$24.67	\$25.07	\$25.46
Dispatcher-Mechanic	\$24.47	\$24.87	\$25.26
Truck Driver Group	\$23.97	\$24.37	\$24.76

HEALTH & WELFARE:

	<u>BENEFIT PLAN</u>	<u>HOURLY RATE</u>
Effective 07/01/13	C4	Not to exceed \$6.81
Effective 07/01/14	C4	Not to exceed \$6.81*
Effective 07/01/15	C4	Not to exceed \$6.81*

*If additional money is needed for the Health & Welfare and/or Pension contribution in the third year of this contract, it shall be deducted from wages. If less money is needed, it shall be added to wages. The Fund shall be the Teamsters-Ohio Contractors Association Health and Welfare Fund.

PENSION:

	<u>BENEFIT PLAN</u>	<u>WEEKLY RATE</u>
Effective 07/01/13	17B	\$204.10
Effective 07/01/14	17B	\$212.30
Effective 07/01/15	17B	\$220.80

Weekly contributions are required to any work performed in the work week. The Fund shall be the Central States SE & SW Areas Pension Fund.

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**CONTRACT
DEPARTMENT**

MCGRAW KOKOSING

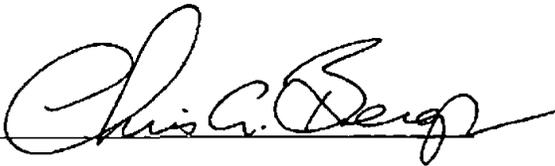
VACATION PAY

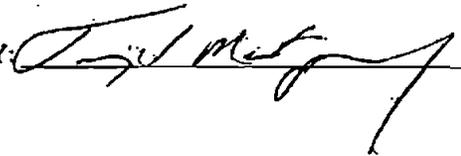
Seventy cents (\$.70) per hour of straight time earnings on all hours worked.

IN WITNESS WHEREOF, the parties hereto have subscribed their names this 26th day of AUGUST, 2013.

EMPLOYER: MCGRAW KOKOSING

UNION: TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES - GREATER CINCINNATI / NORTHERN KENTUCKY AIRPORT AND MISCELLANEOUS JURISDICTION, LOCAL UNION NO. 100

BY: 

BY: 

AND BY: _____

AND BY: _____

TM/sm
10/03/11

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**CONTRACT
DEPARTMENT**

AGREEMENT

between

**MCKESSON
PHARMACEUTICAL
COMPANY**

and

TEAMSTERS LOCAL NO. 120

June 1, 2011 thru November 30, 2014

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DEPARTMENT

AGREEMENT

THIS AGREEMENT, made and entered into the date set forth below, by and between McKesson Pharmaceutical Company, located at 3230 Spruce St., Little Canada, Minnesota, hereinafter called the "Company" and Teamsters Local No. 120, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I SCOPE OF THE AGREEMENT

This Agreement covers the warehouse employees who are specifically included in the job classifications listed in the wage schedules attached and pertains to the wages, hours, terms and conditions of employment which are expressly described herein. Supervisory, managerial, clerical, administrative, sales, accounting, confidential employees, trainees, and guards are not covered by this Agreement.

ARTICLE 2 UNION RECOGNITION AND MEMBERSHIP

Section 1

The Company recognizes the Union as the sole collective bargaining agent for the warehouse employees included in the job classifications in the wage schedules attached in matters relating to wages, hours, and terms and conditions of employment.

Section 2

All employees shall, as a condition of continued employment, become and remain members of the Union in good standing after they have completed thirty (30) days of employment or thirty (30) days after execution of this Agreement, whichever is later, provided, however, that no employee shall be removed from his/her employment under this paragraph as long as s/he continues to tender uniform dues and initiation fees to the Union after such thirty (30) day period.

For the purposes of this agreement, "in good standing" is defined to mean the payment of a standard initiation fee and standard monthly dues as applied to all employees covered by this agreement.

Section 3

Any employee who fails to maintain his/her membership to the extent of not paying uniform dues and initiation fees after such thirty (30) day period shall be discharged by the Company immediately on notification from the Union in person or in writing.

Section 4

The Company and the Union agree not to enter into any other agreements with the employees covered by this Agreement, individually or collectively, which in any way alters or amends any of the terms or provisions of this Agreement.

One (1) year of service

Dec-Mar	6
April-July	4
Aug-Nov	2
Jan-April	6
May-August	4
Sept-Dec	2

Such paid sick days shall be paid from the first day of illness or injury as described below.

The Company may require medical evidence of such illness or injury.

Short Term Disability

Additionally, all full-time regular employees shall participate in the Company's Short Term Disability Program which shall be administered as follows:

- (a) Employees are eligible for STD benefits after ninety (90) calendar days of continuous employment.
- (b) Paid time off must be used during the required waiting period prior to the commencement of STD benefits.
- (c) The benefits described in this Article are in no sense a right to time off with pay and are to be granted only in cases of bona fide illness or injury. Any proven abuse of this provision will be grounds for discharge.

Short Term Disability benefits are effective from the first workday if hospitalized. If not hospitalized, such benefits are effective after seven (7) calendar days.

ARTICLE 15
PENSION PLAN

Effective June 1, 2011, the weekly contribution shall be one hundred fifteen dollars and sixty cents (\$115.60) per week.

Effective June 1, 2012, the weekly contribution shall be increased to One hundred twenty-four dollars and eighty cents (\$124.80) per week.

Effective June 1, 2013, the weekly contribution shall be one hundred thirty two dollars and thirty cents (\$132.30) per week.

Effective June 1, 2014, the weekly contribution shall be one hundred forty dollars and twenty (\$140.20) per week.

This fund shall be the Central States Southeast and Southwest Areas Pension Fund.

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

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

“Contributions to the Central States Pension Fund must be made for each regular full-time employee after they have been on the Employer’s payroll for thirty (30) calendar days at the weekly rates listed below. With respect to part-time and seasonal employees, the parties agree that in the event a part-time or seasonal employee works 1,000 hours or more in any twelve (12) month period, they will be considered a regular full-time employee for purposes of participation in the Central States Pension Fund and all hours worked thereafter, for the remainder of that year and all subsequent years, will require contributions in the same manner (weekly) and amount as that required for regular full-time employees.

ARTICLE 16 WAGE MATTERS

Section 1

A list of classifications of work covered by this Agreement, together with the respective hourly wage rates the Company agrees to pay its employees within such classifications of work, is set forth in the Wage Schedule attached.

Section 2

When an employee is promoted into a higher rated job classification on a regular, full-time basis, he/she shall be compensated at the contractual rate of such job classification corresponding to the employee's length of service.

Section 3

When an employee is placed in a lower rated job classification, on a regular full-time basis, he/she shall be compensated at the contractual rate for such job classification corresponding to the employee's length of service.

Section 4

In addition to their regular duties, employees are to perform such jobs or duties their supervisors may assign or request them to do. No reduction in rate will be made where an employee is requested to perform on a temporary basis, duties normally assigned to lower classifications. If two hours or more days are spent in a higher classification job, the employee's rate will be increased so it will reflect the proportion of time spent in the different classifications.

Section 5

Any wage differential or special working conditions allowed to an individual as a reward of his/her own merit shall apply to him/her only as an individual and not to his/her job.

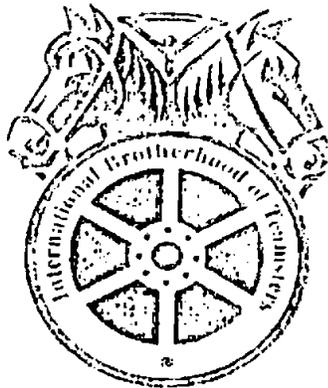
AGREEMENT

Effective
November 1, 2013 through October 31, 2016
between

**McKesson Pharmaceutical
Corporation**

and

Teamsters Local 337



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CONTRACT
DEPARTMENT

The International Brotherhood of Teamsters

All changes affecting these benefits on a Company-wide basis shall apply.

Pension

The Employer agrees to continue to pay into the Central States, Southeast and Southwest Areas Pension Fund for each regular employee covered by this Agreement who is on the regular seniority list.

Effective 11/1/12 the contribution will increase to \$132.80 per week.

Effective 11/1/13 the contribution will increase to \$138.10 per week.

Effective 11/1/14 the contribution will increase to \$143.60 per week.

Effective 11/1/15 the contribution will increase to \$149.30 per week.

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

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

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

ARTICLE XVI: SICK BENEFIT PLAN

Section 1:

Effective ratification, new hires who have completed 90 days of employment shall receive a prorate portion of the sick days for the current calendar year provided their 90th day falls within the timeframe as follows;

Jan, February, March-5

April, May, June-4

July, August, September-3

October, November, December-2

**LOCAL UNION ADDENDUM TO
ARTICLE OF CONSTRUCTION AGREEMENT
ILLINOIS CONFERENCE OF TEAMSTERS
AND
ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
2006 - 2010**

The Parties to this Addendum are McLean County Asphalt Company, Inc. (CONTRACTOR), the ILLINOIS CONFERENCE OF TEAMSTERS (CONFERENCE), the exclusive collective bargaining representative designated by a majority of the CONTRACTOR'S Teamsters bargaining unit employees, and Local No. 26 (LOCAL UNION), an affiliate of the Illinois Conference of Teamsters which acts as the duly authorized representative of the CONFERENCE in entering into this Addendum.

A. As a signatory to the 2006-2010 Articles of Construction Agreement, CONTRACTOR acknowledges that CONFERENCE is and remains the duly authorized bargaining representative of CONFERENCE'S Teamster bargaining unit employees. LOCAL UNION signatory to this Addendum acknowledges that it has negotiated the terms and provisions solely as duly authorized agent of CONFERENCE, which remains the duly recognized exclusive bargaining representative of CONTRACTOR'S Teamsters employees.

B. The terms of this Addendum shall apply only to work performed in the jurisdictional area of LOCAL UNION. The terms of the master agreement, known as the 2006-2010 Articles of Construction Agreement: (Master Agreement), which are incorporated by reference herein shall apply only to work performed by CONTRACTOR in the jurisdictional area of LOCAL UNION. Express or implied no-strike provision in this Addendum or in the Master Agreement including grievance and arbitration procedures, shall apply only to work performed by CONTRACTOR in the jurisdictional area of the LOCAL UNION.

C. This Addendum shall take effect when it is signed by LOCAL UNION, on behalf of CONFERENCE, and CONTRACTOR, following ratification by the membership. It is expressly understood and agreed by the parties that all provisions of the Master Agreement are incorporated by reference in this Addendum, and that CONTRACTOR and LOCAL UNION shall sign and execute the Master Agreement when it is presented in written form.

D. The following negotiated provisions shall apply to this Addendum:

1. CONTRACTOR is free to haul anything in pickup trucks, together with attachments, without the need for a Teamster-represented driver. No non-Teamster craft employee(s) will drive pickups (with or without attachments) for the purposes of distribution and/or transportation of equipment, tools and/or materials for an entire day without performing other work.

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9. Modify Article 8 of Master Agreement as follows: With respect to Article 8, Paragraph A, work not covered under the Federal or State Prevailing Wage Act but covered under the terms of the Master Agreement, shall be subcontracted to a hauler, if utilizing employees, who meets the standards established under a Local 26 Hauling Agreement.

10. Dispatcher position shall be a management position. However, if assigned to a non-management craft employee, such employee shall be a Teamster.

11. CONTRACTOR shall pay retroactive to May 1, 2006.

Teamsters Local 26

By: *Garry J. Collet*

Garry J. Collet, President

Date: 9-29-06

McLean County Asphalt Co., Inc.

By: *Forrest Kaufman*

Forrest Kaufman

Date: 9-28-06

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DEPARTMENT

**AGREEMENT BETWEEN
MCLEAN COUNTY ASPHALT CO., INC.**

AND

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

LOCAL UNION #26

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**CONTRIBUTIONS RECEIVABLE
DIVISION**

ARTICLE NO. 17

PENSION

The Employer shall contribute the following amounts per week for each contract year to the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll ninety (90) days or more and has worked eight hours or more in the calendar week:

<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
\$91.80	\$99.10	\$107.00	\$115.60	\$124.80

By execution of this Agreement, the Employer authorizes the Employer's Association (established under said pension fund) to enter into appropriate trust agreements necessary for the administration of such fund and to designate the employer trustees within the scope of their authority.

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

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

ARTICLE NO. 18

STEWARD CLAUSE

The Employer recognizes the right of the Union to designate a job steward and alternate to handle such Union business as may be delegated to them by the Union.

2013-2016

AGREEMENT

between

MCNALLY-NIMERGOOD COMPANY

and.

GENERAL TEAMSTERS LOCAL UNION NO. 406

affiliated with

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

June 1, 2013 to May 31, 2016

MCNALLY-NIMERGOOD COMPANY
Saginaw, Michigan

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JUN 22 2015

**CONTRACT
DEPARTMENT**

ARTICLE 27

HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund for Plan 756 (Tiered Rates) for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached, a contribution of:

Weekly Plan Rate:	Tier 1 (Employee Only)	Tier 2	Tier 3	Tier 4
Effective 6/1/13	\$186.50	\$320.65	\$374.40	\$454.85
Effective 3/30/14	\$206.95	\$357.40	\$417.65	\$507.90
Effective 3/29/15	\$218.55	\$376.60	\$439.90	\$534.75
Effective 4/3/16 thru expiration of contract	\$237.80	\$399.15	\$463.70	\$560.50

All payments into the Michigan Conference of Teamsters Welfare Fund must be made within ten (10) days from the end of each month to JPMorgan Chase Bank, NA., Lock Box – Department 77158, Michigan Conference of Teamsters Welfare Fund, P.O. Box 77000, Detroit, MI 48277-0158, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund, or such other depository as may be designated.

The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by the Collective Bargaining Agreement who is on the regular seniority list unless otherwise specified, a contribution of:

Effective June 1, 2013	\$42.90 per day
Effective June 1, 2014	\$44.60 per day
Effective June 1, 2015	\$46.40 per day

All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month and made payable to Mellon Bank, Central States Funds, Dept. 10291, Palatine, IL 60055-0291, Account #7000, or such other depository as may be designated.

Contributions to the Health and Welfare and the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare and Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this article. If an employee is absent because of illness or off-the-job injury and

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

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

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

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contributions to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the trustees of such funds and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the Health and Welfare and Pension Fund, payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and cost of collections.

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

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

If employee leaves money one month in advance with the contractor, contractor agrees to pay Health and Welfare when employee is on seasonal lay-off.

ARTICLE 28

DRUG TESTING

Section 1. (a) PROBABLE SUSPICION TESTING: In cases in which an employee is acting in an abnormal manner and the Employer has "probable suspicion" to believe that the employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the presence of a Union Shop Steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the employee. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to withdraw a specimen of blood and urine and release the results of the laboratory testing to his/her Employer,

"DRAFT"
8/11/09

AGREEMENT

BETWEEN

**MEADOW'S DISTRIBUTING COMPANY (d/b/a DEAN'S ICE CREAM)
BATAVIA, IL**

AND

**DAIRY EMPLOYEES UNION
LOCAL 754**

DECEMBER 29, 2008 THROUGH AND INCLUDING DECEMBER 29, 2013

RECEIVED

JAN 23 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into by and between MEADOW'S DISTRIBUTING COMPANY (d/b/a DEAN'S ICE CREAM), hereinafter called the "Employer", and the DAIRY EMPLOYEES UNION, LOCAL 754, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union":

WITNESSETH, THAT

WHEREAS, it is the desire of the parties to this Agreement to establish for the period of time provided for herein, uniform wages, working conditions, benefits and requirements between the parties hereto and their respective members:

THEREFORE, the parties hereto agree as follows, to-wit:

ARTICLE 1 RECOGNITION

Section 1.1

The Employer agrees to recognize and does hereby recognize the Union as the exclusive bargaining agent for its employees engaged in the delivery of ice cream, ice cream products, frozen desserts and related products from the Employer's facilities in Joint Council #25.

ARTICLE 2 UNION SHOP

Section 2.1

All present employees in the bargaining unit must become members in good standing of the Union on the thirty-first (31st) day after the date of execution of the Agreement and all present members must maintain membership in good standing in the Union during the life of this Agreement as a condition of employment. The terms "member in good standing" and "membership in good standing" are as defined in the National Labor Relations Act.

Section 2.2

New employees in the bargaining unit must become members in good standing of the Union by the thirty-first (31st) day from the date of hire and must remain members in good standing of the Union during the life of this Agreement as a condition of employment.

ARTICLE 24
HEALTH AND WELFARE AND PENSION

Section 24.1

The following Health and Welfare Plans shall be made available to regular full-time employees, covered under this Agreement, in accordance with the respective terms and conditions of those Plans:

- A.) Effective December 29, 2008, the employees and their eligible dependents will be covered by the Dean 300 Medical Plan, and the Dean 300 Dental Plan, in accordance with the booklets explaining the provisions of those Plans. The Company will maintain the benefits of the Dean 300 Medical Plan, and the Dean 300 Dental Plan, through 2011. Effective January 1, 2009, employees will contribute twenty dollars (\$20.00) per week. Effective with the contract year 2012, increase premium will be shared eighty percent (80%) by Employer and twenty percent (20%) by employee (maximum four dollars (\$4.00) per week increase), per year.
- B.) Employee Group Life and Accidental Death and Dismemberment Plan, with a benefit level of \$40,000.
- C.) Short Term Disability benefit, for non-work related accidents and/or illnesses. Benefits are payable on the first (1st) day of a covered accident, or the eighth (8th) day of a covered illness, for a maximum of twenty-six (26) weeks. The amount of the weekly benefit is three hundred fifty dollars (\$350.00).
- D.) Vision coverage shall be offered to bargaining unit employees, on the same terms and conditions, and at the same employee contribution amounts, as for the Company's supervisory/management Batavia employees.
- E.) The eligibility waiting period for the plans listed in this Section 24.1, for newly hired employees, shall be the first (1st) of the month, following a sixty (60) calendar day period, from the employee's date of hire.

Section 24.2

For employees, who retired from the Company prior to June 30, 2004, and who are covered under the Central States R-4 Retiree Health and Welfare Plan, as of that June 30, 2004 date, and for employees, who retire after June 30, 2004, but before December 28, 2008, and immediately begin receiving a pension from Central States Pension Fund, a Company sponsored Retiree Medical Plan, which mirrors the Central States R-4 Medical Plan, will be made available, effective July 1, 2004, to such retirees under the same eligibility terms and retiree contribution amounts, as is the case with the Central States R-4 Medical Plan.

The Company sponsored Retiree Medical Plan may be modified from time to time, so that it continues to mirror the Central States R-4 Retiree Medical Plan. Retiree medical coverage will not be available for employees, who retire after December 28, 2008.

Section 24.3

The Employer shall contribute the sum of sixty-one dollars (\$61.00) per week, for each employee covered by this Agreement. Effective January 1, 2009, the Employer shall contribute the sum of sixty-five dollars and ninety cents (\$65.90) per week; effective January 1, 2010, the Employer shall contribute the sum of seventy-one dollars and twenty cents (\$71.20); effective January 1, 2011, the Employer shall contribute the sum of seventy-six dollars and ninety cents (\$76.90); effective January 1, 2012, the Employer shall contribute the sum of eighty-three dollars and ten cents (\$83.10); and effective January 1, 2013, the Employer shall contribute the sum of eighty-nine dollars and eighty cents (\$89.80), for each employee covered by this Agreement, including vacation, sick and disability time to a maximum of three (3) months, to the Central States, Southeast and Southwest Areas Pension Fund. In addition, effective January 1, 2004, the Company shall make contributions to the Milk Wagon Drivers Union, Local 753, I.B. of T., C., W. and H or A. and Milk Dealer's Pension Trust, as follows:

Effective January 1, 2005 - \$8.00/week

ARTICLE 25

401K

Section 25.1

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

Effective March 1, 2009, the Company will match forty percent (40%) of every dollar contributed by the employee, as a salary deferral contribution, up to six percent (6%), of the employee's annual pay. The employee may elect to contribute an additional amount, up to the amount allowed by the Plan, but with no Company match for any contributions in excess of the first six percent (6%).

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

AGREEMENT

between

**MEIKO AMERICA, INC.
888 A.E.C. Drive
Wood Dale, Illinois 60191**

and

TEAMSTER LOCAL NO. 781

December 1, 2013

to

November 30, 2016

13-16 CBA

AGREEMENT

This Agreement, made and entered into this 1st day of December, 2013, by and between MEIKO AMERICA, INC., 888 A.E.C. Drive, Wood Dale, Illinois 60191 (hereinafter referred to as the "Company"), and MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER, AND RELATED CLERICAL PRODUCTION EMPLOYEES UNION, LOCAL NO. 781, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union") on behalf of the employees employed by the Company.

PREAMBLE

WHEREAS, both the parties to this Agreement recognize the desirability of harmonious and cooperative labor-management relations in collective bargaining as a means of securing and establishing industrial peace, for the mutual benefit of all parties concerned; and

WHEREAS, it is the general purpose of this Agreement to assure the efficient, economical and profitable operations of the plant covered by this Agreement; to secure and sustain maximum productivity of each employee covered by this Agreement; to prevent strikes, slowdowns, and any other disturbances which interfere with production during the term of this Agreement, and further, to set forth the entire Agreement between the Company, the Union and the employees covered by this Agreement concerning rates of pay, wages, hours of employment, and other conditions of employment to be observed by the parties hereto:

NOW, THEREFORE, in consideration of the promises and the mutual agreements hereinafter stated, it is agreed as follows:

(f) All leaves of absence when granted by the Employer in addition to the requirements of the parties, shall be conditioned upon the employee and the Employer making satisfactory arrangements for paying the required contribution to the Health & Welfare Fund, and at all times the payments shall be made by the Employer for the period of such granted leave of absence.

(g) The Employer agrees to pay any increase in the above contribution rates at any time during the period of the Agreement that the Trustees for the Health & Welfare Fund deem necessary to maintain the current benefit level,

(h) In the event the Employer fails to pay the monthly contribution to the Health & Welfare Fund on behalf of any employee covered hereunder in a timely manner, including contributions at the family rate for any employee who has a dependent spouse or child eligible for coverage under the terms of the Health & Welfare Fund's Plan of Benefits, the Employer agrees to be responsible for the benefits which would have been provided by such insurance coverage or to pay such amount to the Health & Welfare Fund if such benefits have been paid by the Health & Welfare Fund or its insured.

10.02. Pension. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Seventy-One and 20/100 Dollars (\$71.20) per week for each employee covered by this Agreement who has completed his or her probationary period. Effective December 1, 2014, the Company's contribution shall be Seventy-Four and 00/100 Dollars (\$74.00) per week for each such employee; effective December 1, 2015, this contribution shall be Seventy-Seven and 00/100 Dollars (\$77.00) per week for each such covered employee who has completed the probationary period. Such payments shall be made to the Central States Southeast and Southwest Areas Pension fund in accordance with the trust instruments establishing said Pension Fund. The Company ratifies and confirms the appointment of the

Employer trustees, who shall together with their successor trustees, designated in the manner provided in said trust instruments and jointly with an equal number of trustees appointed by the labor organizations, carry out the terms and conditions of the trust instrument. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

10.03. Bereavement Pay. (a) Bereavement pay is intended to compensate an employee when death occurs in the employee's immediate family (spouse, child, parent, mother-in-law, father-in-law, brother and sister). (b) Eligibility for bereavement pay is extended to those employees who have ninety (90) days of service. (c) The employee, on request, will be allowed a maximum of three (3) days time off during the period commencing with the day of the relative's death and ending with the funeral or memorial service. Payment for bereavement leave will be made only for those days on which the employee is otherwise obligated to work and in no event will payment be made for any Saturday or Sunday.

10.04. Sick Leave. (a) An employee who has completed his or her probationary period shall be entitled to a total of six (6) working days' sick leave with pay per year, to be used in case of personal illness.

(b) Such leave shall begin to accumulate at the rate of one day per two calendar months effective on the date of completion of the probationary period.

AGREEMENT

By and Between

MERCHANTS FORWARDING

and

TRUCK DRIVERS LOCAL UNION NO. 299

Affiliated with the International

Brotherhood of Teamsters

April 1, 2013 - March 31, 2018

RECEIVED

NOV 05 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, effective April 1, 2013 by and between Merchants Forwarding Company, located at 18765 Seaway Drive Melvindale, MI 48122, party of the first part, and hereinafter termed the (Employer), and TRUCK DRIVERS LOCAL UNION NO. 299, affiliated with the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan, 48216, party of the second part, hereinafter called the (Union).

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

ARTICLE 1 RECOGNITION UNION SHOP AND DUES

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

SECTION 2. Union Shop: The union and the company agree that whether an employee belongs to the union or does not belong to the union is a matter of personal choice for each individual employee. Employees do not have to belong to the union or pay a fee to the union in order to work at the employer. The language contained in this article will only be enforced, when allowed by State and Federal law.

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

SECTION 4. Check Off: Employer agrees to deduct from the pay of each dedicated employee dues of Local 299 provided however that the union presents to the employer authorizations signed by such employee allowing such deductions and payments to the local union. Employer agrees to remit to said local union all such deductions prior to the end of the month for which the deduction is made. The employer will recognize authorization for deductions

SECTION 5. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

SECTION 6. Action for delinquent contributions may be instituted by the Local Union or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

J. PENSION PLAN

SECTION 1a. All eligible employees shall participate in the Central States Pension Fund effective April 1, 2013. The Employer shall be obligated to make daily contributions as follows: (*not to exceed these rates).

Effective 04/01/2013	-	\$ 52.90 per day
Effective 04/01/2014	-	\$ 56.10 per day
Effective 04/01/2015	-	\$ 59.50 per day
Effective 04/01/2016	-	\$ 61.90 per day
Effective 04/01/2017	-	\$ 64.40 per day

SECTION 1b. By the execution of this Agreement, the Employer authorizes the appropriate Employers Associations to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

SECTION 1c. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five) (5) days per week for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

SECTION 1d. If an employee is injured on the job, the Employer shall continue to pay the required contributions (five) (5) days per week) until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment cease.

SECTION 1c. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (five) (5) days per week into the Pension Fund during the period of absence.

SECTION 2. The Employer and the Union agree that any time during this Agreement the Employer shall have the right to reopen this Agreement for the purpose of negotiating with the Central States Pension Fund to become a new employer in their hybrid, direct attribution plan that is set forth in Appendix E of the fund's rules. If the Employer joins that hybrid plan, the pension contribution rate set forth in Section 1 above, for the year in which the Employer joins that hybrid plan, shall remain in effect, and shall not increase, for the duration of the Employer' participation in the hybrid plan, as is permitted by the fund.

K. JURY DUTY ALLOWANCE

SECTION 1. All regular employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum often (10) days pay for each contract year.

SECTION 2. When such employees report for jury service on a scheduled work day, they will not unreasonably be required to report for work that particular day.

SECTION 3. Time spent on jury service will be considered time worked for purposes of Employer contributions to Health & Welfare and Pension plans, vacation eligibility, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements to a maximum of ten (10) days for each contract year.

L. MEAL PERIOD

Employees shall, unless mutually agreed otherwise, take one (1) continuous thirty(30) minute lunch period, without pay, in any one (1) work day. No employee shall be compelled to take any part of such continuous meal before being on duty four (4) hours or after being on duty six (6) hours. An employee required to work during the two (2) hour period set forth above without lunch shall receive the regular hourly rate of pay for such lunch period, in addition to the applicable contractual pay provision, but this provision shall not apply if the employee elects to take a lunch period before the fourth (4th) hour or after the sixth (6th) hour.

LABOR AGREEMENT

BETWEEN

MERRILL SAND & GRAVEL, INC.

AND

TEAMSTERS GENERAL UNION LOCAL 662

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

MAY 1, 2012 THROUGH APRIL 30, 2017

RECEIVED

SEP 18 2012

CONTRACT
DEPARTMENT

RECEIVED
APR 25 2012

BY:

THIS AGREEMENT made and entered into as of this 1st day of May 2012 by and between MERRILL SAND AND GRAVEL, INC., hereinafter referred to as the EMPLOYER, and TEAMSTERS GENERAL UNION LOCAL NO 662, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the UNION in the following terms, to-wit:

ARTICLE 1

In order to prevent strikes and lockouts and to insure a peaceful adjustment and settlement of any and all grievances, disputes and differences which may arise between any of the parties to this Agreement without stoppage of work, and to bring about as nearly as is possible uniform conditions that will tend to stabilize and encourage the industry, all parties in consideration of the mutual promises herein made have entered into this Agreement.

ARTICLE 2 - RECOGNITION

SECTION 1. The Employer recognizes the Union as the sole and exclusive bargaining agency for all of its employees covered by this Agreement.

SECTION 2. The Union recognizes that the management of the plant and the direction of the working forces are vested exclusively with the Employer. The Employer, subject to the grievance procedure outlined in Article 8 hereof, retains the sole right to hire, discipline, discharge, lay off, assign, promote and transfer employees, to determine the starting and quitting time and the number of hours to be worked, to assign work, to determine the number and location of its plants, to sub-contract and assign out work, except to the extent such rights are specifically abridges by a provision of this contract. It is understood that management rights are not limited to those specifically mentioned above. It is also understood that the Employer management prerogatives shall not be used for purposes of discrimination against employees.

ARTICLE 3 - SCOPE OF AGREEMENT

SECTION 1. This Agreement covers all operations of the Employer and all employees covered by this Agreement.

SECTION 3. If an individual Employer shall sub-contract work as herein defined, provisions shall be made in such subcontract for the observance by such sub-contractor of terms of the Agreement. A sub-contractor is defined as any person other than an employee covered by this Agreement, firm or corporation who agrees, orally or in writing, to perform for or on behalf of an individual Employer any part or portion of the work covered by this Agreement.

SECTION 4. Upon evidence of the Employer's failure to comply with the provisions herein above referred to, said provisions shall thereupon become null and void and the Employer shall not thereafter sub-contract any work covered by this Agreement. All trucking on the job site and hauling to and from the jobs shall be performed in accordance with the terms and conditions of the Agreement.

ARTICLE 22 - MECHANICS' CLOTHING

The Employer will pay one hundred percent (100%) of rental costs of adequate coveralls for employees regularly (more than 24 hours) assigned to the Maintenance Department.

ARTICLE 23 - PAY PERIOD

SECTION 1. All regular employees covered by this Agreement shall be paid in full on Friday of every week. Not more than seven (7) days shall be held on any employee. All other employees shall be paid at the end of their working period.

SECTION 2. Each employee shall be provided with a statement of gross earnings itemized as to hours worked in each job classification and as to overtime and itemized as to all deductions made for any purpose.

ARTICLE 24 - PENSION

SECTION 1. For each employee covered by this agreement who has been on the payroll thirty (30) days or more, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$6.00 per hour effective May 1, 2012. Effective May 1, 2013, the Employer

shall contribute the sum of \$6.20 per hour; effective May 1, 2014, the Employer shall contribute the sum of \$6.40 per hour; effective May 1, 2015, the Employer shall contribute the sum of \$6.70 per hour; effective May 1, 2016, the Employer shall contribute the sum of \$7.00 per hour.

SECTION 2. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement hereby waiving all notice thereof and ratifying all actions already or to be taken by such Trustees within the scope of their authority.

SECTION 3. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. If an employee is laid off, the Employer shall not be responsible for any contributions to the Pension Fund for him during the period of the lay-off.

SECTION 4. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this contract. Including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund or health and welfare fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this section.

ARTICLE 25 - FUNERAL LEAVE

In case of death of the employee's husband, wife or children, mother, father, sister, or brother, such employee shall be allowed time off with pay not to exceed three (3) days; in case of death of employee's grandparents, mother-in-law, father-in-law, sister-in-law, or brother-in-law, the employee shall be allowed one (1) day off with pay to attend the funeral, and three (3) days if he

ARTICLES OF AGREEMENT
EFFECTIVE DATE: 04/30/14
EXPIRATION DATE: 04/29/18

Between

MERTEL GRAVEL COMPANY
PERU, ILLINOIS

and

TEAMSTERS LOCAL UNION NO. 722
LA SALLE, ILLINOIS

Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED

JUL 25 2014

CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into by and between MERTEL GRAVEL COMPANY IN PERU, ILLINOIS, or its successors, as Party of the First Part, and hereinafter referred to as the "Employer" and GENERAL TRUCK DRIVERS, DOCKMEN, HELPERS, WAREHOUSEMEN, SALES DRIVERS, AUTOMOTIVE WORKERS, GAS STATION ATTENDANTS, RETAIL DELIVERY DRIVERS, DAIRY, HEALTH CARE AND PUBLIC EMPLOYEES LOCAL UNION NO. 722, or its successors, an affiliate of the International Brotherhood of Teamsters, as Party of the Second part, and hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all its employees with the job classifications and units covered by this Agreement.

Section 2. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) calendar day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit, of persons who are already members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer, prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) calendar day following the execution date of this Agreement.

The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union to such effect, and to the further effect that Union membership was available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union Membership as required herein shall obligate the Employer to discharge such person upon written notice to the Employer by the Union.

Section 3. The Employer agrees to deduct from the salary of all employees covered by this Agreement, dues, initiation fees and death benefit fund assessments of Teamsters Local Union No. 722 and agrees to remit within five (5) days to said Local Union, all such deductions. Check-off as herein provided shall apply only to such employees from whom the Employer has received a written assignment. No deductions shall be made which are prohibited by applicable law. The employer shall deduct dues, fees, etc., on a monthly basis from the employees paychecks and continue to remit to the Union on a quarterly basis.

Section 4. The Union will hold and save harmless the employer from any loss by way of damages, back pay awards, fees (including reasonable attorney's fees) and costs arising out of any action taken by the employer as requested by the union pursuant to the provisions of this Article.

administration of the Health and Welfare Fund. The Employer's responsibility ceases after each contribution is made to the Health and Welfare Fund.

Section 4. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 15 PENSION PLAN

Section 1. Effective May 1, 2014, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of Two Hundred Eighty Dollars and Twenty Cents (\$280.20) per week for each regular employee covered by this Agreement who works one (1) day or any part of one (1) day during the regular week. Effective May 1, 2015, the weekly contributions shall be increased to Two Hundred Ninety One Dollars and Forty Cents (\$291.40) per regular employee. Effective May 1, 2016, the weekly contributions shall be increased to Three Hundred Three Dollars and Ten Cents (\$303.10) per regular employee. Effective May 1, 2017, the weekly contributions shall be increased to Three Hundred Fifteen and Twenty Cents (\$315.20) per regular employee.

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

Inasmuch as the primary focus of the Employer's business is different during the period December 1 through April 1 of each contract year, during such months the Employer is not obligated to make a weekly pension contribution on behalf of each employee who works one (1) or any part of one (1) day, the foregoing not withstanding. Rather, effective December 1, 2014, through April 1, 2015, the Employer shall contribute the sum of Fifty Seven Dollars and Thirty Cents (\$57.30) per day for each day each employee covered by this Agreement work less than a full week but at least one (1) or any part of one (1) day during the week. Effective December 1, 2015 through April 1, 2016 the daily contribution shall be increased to Fifty Nine Dollars and Sixty Cents (\$59.60). Effective December 1, 2016 through April 1, 2017, the daily contribution shall be increased to Sixty Two Dollars (\$62.00). Effective December 1, 2017 through April 1, 2018, the daily contribution shall be increased to Sixty Four Dollars and Fifty Cents (\$64.50). These daily rates also apply to temporary/casual employees who work for the Employer pursuant to Article 28, regardless of the time of year such employees perform work.

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

Section 2. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreements, hereby waiving all notice thereof and ratifying all actions already taken by such Trustees within the scope of their authority.

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

Section 4. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement including weeks where work is performed for the Employer but not under the provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Employees who work temporarily in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Section 5. The employer's sole obligation with respect to pension or other pension benefits shall be to make the contributions to the Pension Fund as provided by this Article. The Employer shall not be responsible in any way for the proper administration of the Pension Fund.

Section 6. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection. Employers responsibility ceases after each contribution is made to the designated fund.

ARTICLE 16 PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge or permanent replacement, if any employee, who of his own accord refuses to go through the legal picket line of a Union; nor shall the exercise of any rights permitted by law be a violation of this Agreement.

ARTICLE 17 DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge not suspend any employee without just cause. With respect to such discipline, the Employer recognizes the principles of progressive discipline and normally will give at least one warning notice of complaint against such employee prior to a suspension, and will give a suspension prior to a discharge (and a copy to the Union on each occasion.) The Union recognizes that some offenses may be so serious or the circumstances so aggravated that the Employer is justified in skipping one or more of the progressive discipline steps. Such situations may include but are not limited to such offenses as dishonesty, violence, insubordination, violations of the Employer's Drug Free Workplace Policy, gross negligence in the performance of duties and carrying unauthorized passengers while on the job. Warning notices and all other discipline shall remain in an employee's file indefinitely, but warning notices may not serve as the basis for progressive discipline after twelve (12) months.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

MESSINA CONCRETE CO.

AND

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

Effective: April 6, 2011
Expiration: March 28, 2015

RECEIVED

AUG 11 2011

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the 6th day of April 2011, by and between Messina Concrete Company, its successors and assigns, hereinafter called "the Company", and Teamsters Local Union No. 247, an affiliate of the International Brotherhood of Teamsters, (said Union acting for itself as agent for and in behalf of each and every one of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called "the Union".

WITNESSETH:

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

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

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

ARTICLE I REPRESENTATION

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: all drivers of transit mix concrete trucks and concrete mobile mixers, all transit mix concrete bin men, all transit mix concrete yard men, including transit mix concrete truck mechanics, maintenance men, advanced mechanics, mechanic helpers, drivers of sand and gravel trains and other types of transit mix yard equipment, drivers of slinger trucks, concrete pump trucks and bulker trucks who are employed by the Company at its facility located at 14675 S. Telegraph, Flat Rock, Michigan, 48134, 725 N. Dixie, Monroe, Michigan, 48161 and 600 Junction, Plymouth, Michigan, 48170, but excluding, all other employees, office and clerical employees, managers, supervisors, and as guards defined in the National Labor Relations Act. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

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

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

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

ARTICLE XIX PENSION

A. 1. For Employees other than Progression Employees. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund which shall be jointly established and administered between the Employers and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. Effective upon ratification, the Company agrees to pay not more than the following pension contributions (Level 18), upon completion of the probationary period and retroactive to the 30th calendar day of employment.

<u>Effective Date:</u>	<u>Amount:</u>
6/1/11	\$49.90 per day/max \$249.50 per week
6/1/12	\$52.90 per day/max \$264.50 per week
6/1/13	\$55.00 per day/max \$275.00 per week
6/1/14	\$57.20 per day/max \$286.00 per week

2. For Progression Employees. The Company agrees to pay not more than the applicable schedule of rates per day, with a maximum of five (5) days per week, as published in the fund's December, 2006 Special Bulletin 2006-4, but at no time higher than the rates set forth in Section A 1 above, with progression employees paying a premium share of eight dollars (\$8.00) per day, with a maximum premium share of forty dollars (\$40.00) weekly, which amount the Company is authorized to directly deduct from the progression employee's weekly wages.

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

C. In the event the fund seeks to require more in contributions paid by the

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

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

ARTICLE XX MAINTENANCE OF STANDARDS

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

ARTICLE XXI MANAGEMENT RIGHTS

The Union recognizes and agrees that all management rights, powers, authority, and functions, whether hereto or hereafter exercised, and regardless of their frequency or infrequency of their exercise, shall remain vested exclusively in the Company. The management and operation of the plant and the direction of the workforce are vested solely and exclusively in the Company. In recognition of this, it is agreed that those rights and responsibilities which belong solely and exclusively to the Company shall include the planning, direction and control of

AGREEMENT

by and between

METRO FIBER & CABLE CONSTRUCTION COMPANY

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN LOCAL NO. 20

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS

Construction and Warehouse Employees

January 2013 through January 2016

RECEIVED

FEB 21 2013

CC ... ST
DEP ... ENT

PREAMBLE

THIS AGREEMENT, made and entered into as of the 5th day of January 2013, in the City of Toledo, County of Lucas, State of Ohio, by and between the Metro Fiber & Cable Construction Company, party of the first part, hereinafter called the "Employer", and Teamsters, Chauffeurs, Warehousemen Local No. 20 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Toledo, Ohio, party of the second part, hereinafter called the "Union."

WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the Employer and the employees and in consideration of the promises, obligations and undertakings of each party, as herein contained state that this Agreement constitutes the entire Agreement between the parties, and agree as follows:

ARTICLE 1

RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all hourly construction and warehouse employees excluding salesmen, office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

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

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

ARTICLE 2

NO STRIKES NO LOCKOUTS

1. During the term of the Agreement, the Union agrees that there shall be no strikes, work stoppages, slowdowns, "sympathetic" strikes, boycotts, or interferences with work on the part of the Union or any of its members in or upon the premises or equipment of the Employer or against the Employer upon other premises or equipment, nor advise such actions to its members or any other person during the life of this Agreement.

ARTICLE 15

SAFETY AND HEALTH

1. The Employer and the Union agree to promote habits of safety and health and will continue to cooperate in a program of accident prevention and observation of safety and health rules and regulations. For this purpose there shall be a committee established of an equal number of Employer and Union members.

2. It is agreed by the Employer that any full-time employee who may be injured during the course of the day's employment shall be paid a minimum of eight (8) hours pay for that day.

3. Employees will agree to wear all Employer prescribed safety gear and protective devices.

4. In the event an employee questions the safety of a job or machine, the problem shall be referred to his/her immediate supervisor. If not resolved, the matter shall be referred to a Union representative of the Safety Committee.

ARTICLE 16

JURY DUTY

1. The Employer will pay all regular full-time employees serving on jury duty the difference between jury pay and eight (8) hours pay at their regular base pay base for each working day served on jury duty up to a maximum of twenty (20) working days. Employees engaged in jury duty shall, while temporarily excused from attendance in court, report for scheduled shifts during scheduled work time.

ARTICLE 17

PENSION PLAN

1. Effective July 5, 2013, the weekly contribution to the Central States, Southeast and Southwest Areas Pension Fund shall be \$89.00 to provide the benefits which currently exist in Plan "B"; effective July 5, 2014, the weekly contribution shall be \$92.60 to provide the benefits which currently exist in Plan "B"; effective July 5, 2015, the weekly contribution shall be \$96.30 to provide the benefits which currently exist in Plan "B". The Employer shall not be responsible, during the term of this Agreement, for any premium increase due to an increase in benefits, nor shall benefits be increased without the Agreement of the Employer.

2. By the execution of the Agreement, the Employer authorizes the Employer's Associations which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and

ratifying all actions already taken or to be taken by such Trustees within the scope of the authority.

3. If an employee is absent because of illness or off-the-job injury or for any other reason to which Family Medical Leave Act of 1993 properly applies and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of twelve (12) weeks. If any employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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

5. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of the period in a payment of its contributions to the Central States Southeast, Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulation of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting there from.

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

ARTICLE 18

HEALTH & WELFARE

The Employer will offer and provided Health Insurance benefits to employees during the term of this Agreement. A description of the Health Insurance Plan and employee premium sharing rates is attached as "Appendix E".

In recognition of BCI's annual review of health care plans for purposes of providing market competitive coverage at economical pricing for both the Company and the employees, if the Employer determines that modification or reductions to benefits are appropriate because of an increase in health care costs, the Company will notify the Union, and provide reasonable documentation which substantiates that determination. Before a decision on modifications or reductions is made, the Employer will consult with the Union and will take into account the Union's preferences in its final determination. However, the Employer has the sole and final discretion as to any modifications and reductions under this Section. If any change to benefits is made, the Employer will not make changes to the benefits of the bargaining unit employees pursuant to this Section that it does not make to the non union exempt, non bargaining unit employees working for the Employer.

AGREEMENT

METRO MATERIALS

2015 - 2021

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 15TH DAY OF MARCH, 2015 BY AND BETWEEN METRO MATERIALS HEREINAFTER CALLED THE "EMPLOYER", AND THE CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER CALLED THE "UNION".

ARTICLE I - RECOGNITION

SECTION 1. THE EMPLOYER RECOGNIZES THE UNION AS THE EXCLUSIVE COLLECTIVE BARGAINING AGENT OF THE CHAUFFEURS, HELPERS AND WAREHOUSEMEN, BUT EXCLUDING OFFICE, CLERICAL AND PROFESSIONAL EMPLOYEES, GUARDS, LABORERS, HOISTING ENGINEERS, AND ALL OTHER EMPLOYEES AND SUPERVISORS FOR THE PURPOSE OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT.

SECTION 2. THE EMPLOYER WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT IS THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

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

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

ARTICLE II - REPRESENTATION

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

SECTION 2. THE EMPLOYER RECOGNIZES THE RIGHT OF THE UNION TO DESIGNATE JOB STEWARDS AND ALTERNATES.

THE AUTHORITY OF JOB STEWARDS AND ALTERNATES SO DESIGNATED BY THE UNION SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE FOLLOWING DUTIES AND ACTIVITIES:

ARTICLE XX - PENSION

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

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

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

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

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

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

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

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

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

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

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

EFFECTIVE MAY 1, 2020 FOR EACH DAY WORKED THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION

OF THIRTY FOUR DOLLARS AND FORTY CENTS (\$34.40) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

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

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

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

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

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

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

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

ARTICLE XXI - MOONLIGHTING

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

ARTICLE XXIV - TERMINATION OF AGREEMENT

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

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

METRO MATERIALS

BY *Arice J. Hase*

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

BY *Matthew J. Stewart*
SECRETARY-TREASURER

BY *James E. Kimball*
PRESIDENT

RECEIVED

JUL 30 2015

CONTRACT
DEPARTMENT

NEGOTIATING COMMITTEE:

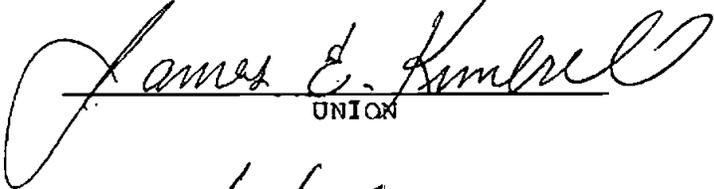
PETE BROWN
TERRY COOK
RAY PRIEST
FRED DOUGLAS

LETTER OF UNDERSTANDING

THE EMPLOYEES ARE CURRENTLY IN CLASS 18 OF CENTRAL STATES PENSION PLAN WITH A DAILY CONTRIBUTION RATE OF \$34.00 ANY INCREASE IN THAT CONTRIBUTION RATE DURING THE LIFE OF THIS AGREEMENT WILL BE DEDUCTED FROM THE WGAE .INCREASE. IN ADDITION, IT IS AGREED THAT THE EMPLOYEES WILL REMAIN IN CLASS 18 DURING THE LIFE OF THE AGREEMENT.



COMPANY



UNION

DATE _____

DATE 7/21/15

RECEIVED

JUL 30 2015

CONTRACT
DEPARTMENT

2010 - 2013 SALESMEN'S AGREEMENT

AND HOURLY EMPLOYEES

AGREEMENT BY AND BETWEEN

METROPOLITAN BAKERY

AND

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 51

MARCH 28, 2010 TO AND INCLUDING MARCH 30, 2013

RECEIVED

JUL 26 2011

**CONTRACT
DEPARTMENT**

SALESMEN'S AGREEMENT

AGREEMENT by and between the **METROPOLITAN BAKERY** hereinafter referred to as the "Employer" and **BAKERY, LAUNDRY & LINEN LOCAL 51**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", both of Detroit, Michigan.

WITNESSETH:

That the Employer and the Union acting by their duly authorized agents agree as follows:

ARTICLE I - RECOGNITION, UNION SHOP AND DUES

Section 1. Recognition

(a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A". The Employer hereby assigns all work to be performed in, or fairly claimable by, bargaining unit classifications to employees covered by this Agreement.

(b) The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall automatically cover relocations of bargaining unit operations.

Section 2. Union Security

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

Section 3. New Employees

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

Section 3. Compensation for Funeral Leave

Compensation for the above mentioned leave of absence shall be as follows:

Each employee shall receive 8 hours pay for each day absent.

ARTICLE XVII - HEALTH AND WELFARE AND PENSION**Section 1. Health and Welfare Contributions**

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement, who is on the regular seniority list, with thirty (30) days or more service, a maximum contribution of:

\$304.35 per week max. Effective April 1, 2009

Effective April 4, 2010 employer will change to Plan 245

\$303.35 per week max. Effective April 4, 2010

\$314.65 per week max. Effective April 3, 2011

\$331.50 per week max. Effective April 1, 2012

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

All new employees hired after March 25, 2010 shall have a 25% co-pay toward Health and Welfare.

Section 2. Pension Contributions

The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement, who is on the regular seniority list, with thirty (30) days or more service, a contribution of:

\$ 85.00 per week	Effective October 6, 2006
\$ 91.80 per week	Effective October 6, 2007
\$ 99.10 per week	Effective October 6, 2008
\$107.00 per week	Effective October 6, 2009
\$115.60 per week	Effective October 6, 2010
\$124.80 per week	Effective October 6, 2011
\$132.30 per week	Effective October 6, 2012

The parties acknowledge that the last rate listed above will be effective after the expiration of the new agreement, and they each acknowledge they will be bound in such agreement to that rate. Such an agreement will be signed for Central State Pension Fund.

Any part-time employee who works more than 1000 hours in any twelve (12) month period shall have pension contributions made on his/her behalf for the remainder of that year and all subsequent years.

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

Section 3. Eligible Employees

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

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

Section 4. Contributions for Absentees

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

Section 5. Leave of Absence

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

Section 6. Delinquencies

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

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

Section 7. Administration of Health and Welfare and Pension Funds

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

Section 8. Authorization for Trust Agreements

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

Section 9. Company 401K

All employees shall be eligible to participate in the Company 401K plan.

ARTICLE XVIII - ARBITRATION

Section 1. Grievance Procedure

(a) It is agreed that, should any charge of violation of this Agreement, charge of discrimination, grievance or dispute arise between the parties hereto, such matter must be taken up within ten (10) days of the alleged occurrence or it shall be deemed waived. The parties shall make an earnest effort to settle such controversy amicably, but if they fail to do so it shall be submitted to arbitration as provided below.

(b) It is expressly agreed, however, that no employee covered by this Agreement shall have the right to compel the arbitration of his grievance without the written consent of the Union.

Section 2. Selection of an Arbitrator

(a) In the event such controversy has not been settled amicably within ten (10) days after it has been presented, it shall then be submitted to an Arbitration Board, consisting of two (2) representatives of the Employer and two (2) representatives of the Union. Such appointments shall be made within five (5) days. These four (4) representatives, upon failure to settle the controversy shall attempt to select a neutral party or Arbitrator within five (5) days.

AGREEMENT

THIS AGREEMENT made and entered into this 15th day of March A.D., 2013, by and between Metropolitan Detroit Area Hospital Services, Inc., 4645 Oakman Boulevard, Detroit, Michigan 48204, hereinafter referred to as the "EMPLOYER", and the Bakery, Laundry & Linen Salesmen, Drivers, Warehousemen & Helpers Union Local No. 51, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION", both of the city of Detroit and vicinity.

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

WITNESSETH:

ARTICLE I - UNION SECURITY

Section 1. RECOGNITION: The employer recognizes and acknowledges that the Union is the sole and exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in ARTICLE XXIV - SCHEDULE OF WAGES.

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

Section 3. ADDITIONAL EMPLOYEES: When the Employer needs additional employees, he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire

employee shall terminate the following Saturday after separation. The provisions of this paragraph shall also apply to any employee who fails or refuses to work all hours scheduled for him because, or as a result of, any work stoppage or strike conducted or engaged in, by any employees of the Employer.

ARTICLE XXII - PENSION

The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list, a contribution of:

\$107.50 per week effective April 28, 2013

\$114.00. per week effective April 28, 2014

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

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

If an employee is absent because of illness or injury, and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Pension Fund for a period of thirty-nine (39) weeks. The Employer shall have no obligation to continue to make contributions when an employee is absent because of off-the-job injury, if such injury results from or is connected with employment by another employer.

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

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of his contributions to the Pension Fund, in accordance with the rules and regulations of the Trustees of such Fund and after the proper official of the Local Union shall have given seventy-two (72)

hours notice to the Employer of such delinquency in payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

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

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

ARTICLE XXIII - NEW SERVICES

Where new types of services for which rates of pay are not established by this Agreement are put into use, within operations covered by this contract, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon shall be effective as of the date equipment is put into use. Either party shall be permitted economic recourse in support of its demands, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE XXIV - SCHEDULE OF WAGES

Section 1. (a) HOSPITAL TRUCK DRIVER-LOADER-UNLOADER: Drivers hired before 2-1-2009 shall receive not less than the following schedule of weekly wages:

\$768.40 per week effective as of February 6, 2012 (\$19.21 per hour)

Drivers hired after 2-1-2009 shall receive not less than the following schedule of weekly wages

\$480.00 per week for new hires	\$12.00 per hour)
\$500.00 per week effective 91 st day of employment	(\$12.50 per hour)

(b) Wages to remain frozen thru the life of the Agreement except for Richard Jamison who is to receive a \$.25 per hour increase effective April 1, 2013 and a \$.25 per hour increase effective February 2, 2014

(c) Time cards will be utilized for all employees

ARTICLE XXV - TERMINATION OF AGREEMENT

Section 1. DURATION: This Agreement shall be in full force and effect from February 1, 2013 to and including January 31, 2015, and shall continue to be in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. NOTICE OF TERMINATION: It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to January 31, 2015, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. WARS, EMERGENCIES OR CIVILIAN CONTROLS: In the event of declaration of war by the Congress of the United States of America, declaration of emergency, or imposition of civilian controls, during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request renegotiations of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions.

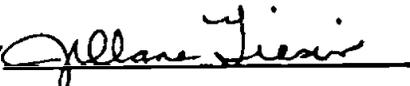
If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided shall be accepted by all parties in compliance with the

notice requirements of applicable law, so as to permit economic action at the expiration thereof, notwithstanding anything contrary contained in this Contract.

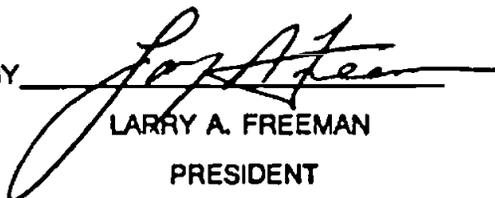
Section 4. FAILURE TO GIVE NOTICE: In the event of an inadvertent failure by the Union to give the notice set forth in Sections 1 and 2 of this ARTICLE, such party may give the notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the fifteenth day of March, 2013.

METROPOLITAN DETROIT AREA
HOSPITAL SERVICES, INC.

BY 
JILLANE GIESIN
GENERAL MANAGER

BAKERY, LAUNDRY & LINEN SALESMEN,
DRIVERS, WAREHOUSEMEN & HELPERS
LOCAL NO. 51, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSE-
MEN AND HELPERS OF AMERICA

BY 
LARRY A. FREEMAN
PRESIDENT

RECEIVED

APR 15 2013

**CONTRACT
DEPARTMENT**

09/23/2013 15:16 13139638466
09/23/2013 09:45 834-4338
09/17/2013 14:18 13139638495

LOCAL 51
MDAHS
LOCAL 51

PAGE 02/02
PAGE 02
PAGE 03/03

METROPOLITAN DETROIT AREA HOSPITAL SERVICES
ACCOUNT NO.: 5293900-0100-00051-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective January 1, 2012, contributions will be remitted to the Central States Pension Fund on behalf of any employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty-one (31) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

**METROPOLITAN DETROIT
AREA HOSPITAL SERVICES**

LOCAL UNION NO. 51

By: Jillane Mammoleni

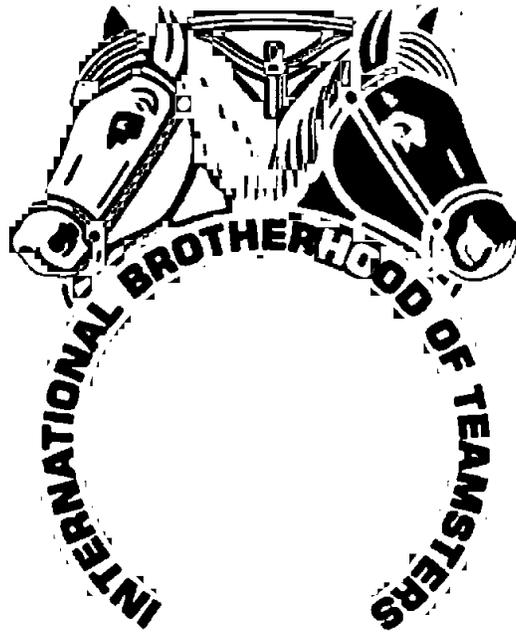
By: [Signature]

Title: General Manager

Title: President

Date: 9-23-13

Date: 9/23/13



®

AGREEMENT

between

**METROPOLITAN PIER AND EXPOSITION
AUTHORITY**

and

TEAMSTERS LOCAL 727

JANUARY 1, 2012 — DECEMBER 31, 2016

RECEIVED

DEC 06 2012

**CONTRACT
DEPARTMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2012, by and between the Metropolitan Pier and Exposition Authority ("Authority" or "Employer") and the Auto Livery Chauffeurs, Embalmers, Funeral Directors, Apprentices, Ambulance Drivers and Helpers, Taxicab Drivers, Miscellaneous Garage Employees, Car Washers, Greasers, Polishers and Wash Rack Attendants, Motion Picture, Theatrical, Exposition, Convention & Trade Show Employees, Pharmacists, Bus Drivers, Parking Lot Attendants & Hikers, and Hotel Industry & Racetrack Industry Union, Local No. 727, affiliated with the International Brotherhood of Teamsters, Chauffeurs Warehousemen and Helpers of America ("Union"). Employer and Union may be collectively referred to herein as "The Parties".

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time Employees in the following job classifications:

**Receiving Clerk
Assistant Supervisor
Supervisor**

The Union is authorized to bargain collectively for such Employees with respect to hourly wage rates, benefits, hours and other terms and conditions of employment. The term "Employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2 POLICIES AND PROCEDURES

Section 2.1 Non-Discrimination

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's and Union's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Section shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Neither the Employer nor the Union or its Employees shall discriminate in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, sexual orientation/identity and/or physical handicap or because of activity on behalf of the Union or any other basis protected by law. The Employees agree to be bound by and adhere to the terms and conditions of Employer's Non-Discrimination and Harassment Policy, as may be amended from time to time in the sole discretion of the Employer, and which is attached hereto and incorporated herein verbatim as Exhibit A.

Section 14.3 Deferred Compensation

The Employer's Deferred Compensation policy as may be amended from time to time, in the sole discretion of the Employer, shall be afforded to all Employees of the Employer during the term of this Agreement.

Section 14.4 Health and Welfare Fund

Effective January 1, 2012, the Employer shall contribute to the Teamsters Local Union No. 727 Health and Welfare Fund, on account of each regular full-time employee covered by this Agreement, the same amount contributed on behalf of each regular full-time employee covered by the collective bargaining agreement in effect for employees in the Security unit.

Section 14.5 Central States Areas Pension Fund

The Employer agrees to contribute to the Central States, Southeast Areas Pension Fund for the benefit of each full-time Employee covered by this Agreement pursuant to the following schedule:

Effective 1/1/2012	Effective 1/1/2013	Effective 1/1/2014	Effective 1/1/2015	Effective 1/1/2016
\$126.50/wk	\$132.80/wk	\$138.10/wk	\$143.60/wk	\$149.30/wk

Section 14.6 Schedule of Payments to Union Funds

Payments to all funds shall be made by the Employer on a monthly basis by the 10th day of the month following that month for which payment is being made.

Section 14.7 Hourly Wage Rates

All full-time Employees shall be paid not less than the following hourly wage rates in the following bargaining unit classifications during the first year of this agreement January 1, 2012 through December 31, 2016:

Job Classification	Effective 1/01/2012	Effective 1/01/2013	Effective 1/01/2014	Effective 1/01/2015	Effective 1/01/2016
Receiving Clerk	\$27.92	\$28.76	\$29.62	\$30.51	\$31.43
Assistant Supervisor	\$29.23	\$30.11	\$31.01	\$31.94	\$32.90
Supervisor	\$30.54	\$31.46	\$32.40	\$33.37	\$34.37

Effective upon ratification, each regular full-time employee covered by this Agreement shall receive a one-time lump sum of One Thousand Five Hundred Dollars (\$1,500.00), subject to usual and customary deductions.

Section 14.8 Legal and Educational Assistance Fund

Effective January 1, 2012, the Employer shall contribute to the Teamsters Local Union No. 727 Legal and Educational Assistance Fund, on account of each regular full-time employee covered by this Agreement, the same amount contributed on behalf of each regular full-time employee covered by the collective bargaining agreement in effect for employees in the Security unit.

Section 14.9 Employees on Leave of Absence

No contribution to the Health and Welfare, Pension and Legal and Educational Assistance Funds shall be required on behalf of any employee who is on a leave of absence, except as required by law.

Section 14.10 Application of Vacation Pay

For purposes of this Article 14, the receipt of pay for vacation shall be considered as the receipt of pay for work performed during the week in which such Employee benefit provision is applicable to the Employee.

ARTICLE 15 MISCELLANEOUS

Section 15.1 Job Titles

The Employer will notify the Union of any change in job titles. If the Employer makes any substantial change in job duties, it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the Union involved.

Section 15.2 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, or as may be required by law the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

AGREEMENT

Between

METZGER BUILDING

and

TEAMSTERS LOCAL NO. 120

**Affiliated with the
International Brotherhood of Teamsters**

RECEIVED

FEB 17 2014

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

The undersigned Metzger Building Company hereinafter referred to as the EMPLOYER, and the GENERAL DRIVERS, HELPERS AND TRUCK TERMINAL EMPLOYEES LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters, Teamsters Joint Council 32, hereinafter referred to as the UNION, agree to be bound by the terms and provisions covering wages and working conditions as specified in this Agreement.

ARTICLE 1 RECOGNITION

Section 1. The Union shall be the sole representative of employees in those classifications covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation.

Section 2. The Employer shall have the right to choose any person as a new employee. All employees now within the bargaining unit who have been employed for thirty (30) calendar days or more, and all other employees in the bargaining unit after thirty (30) calendar days of employment, shall become members of the Union and shall thereafter maintain membership in good standing as defined by the National Labor Relations Act as a condition of continued employment.

Section 3. Checkoff: Upon written authorization of the employee, the Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit all such deductions to the Local Union.

Section 4. The Employer recognizes the right of the Union to designate from among the employees of the establishment concerned a job steward or job committee to handle such Union business as may from time to time be delegated to the job steward or job committee by the Union Executive Board pertaining to employment relations at that establishment.

Section 5. Both parties agree not to enter into any agreement or contract individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 2 ADJUSTMENT OF GRIEVANCES

Section 1. Any controversy arising over the interpretation of or the adherence to the terms and provisions of this Agreement shall be submitted in writing, in duplicate form by the Union to the Employer within thirty (30) calendar days, from the date of the last alleged violation, and shall be adjusted by negotiations between the Union and the Employer. Such complaint shall state the number of Articles in the Agreement claimed to have been violated and shall be limited in scope to redress for violations occurring on and after the effective date of this Agreement. Grievances shall be processed and resolved pursuant to the following procedure:

personal injury or illness, the Employer will make health and welfare contributions to the Fund for up to four (4) weeks.

Health and welfare contributions are owed after thirty (30) days on all new employees.

New employees to contribute to health care costs: \$65.00 per week

Employee contributions will be pre tax.

ARTICLE 13 PENSION FUND

Effective June 1, 2014 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$137.60 per week for each eligible employee. Effective June 1, 2015 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum \$145.90 per week for each eligible employee. Effective June 1, 2016 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum \$151.70 per week for each eligible employee. Effective June 1, 2017 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum \$157.80 per week for each eligible employee.

Pension contributions are owed after thirty (30) days on all new employees.

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

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

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or for more, and regardless of the manner of computation of owner-driver compensation. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer, but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily, or in cases of emergency under the terms of this Agreement, shall not be covered by the provisions of this Paragraph. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

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 Pension Fund created under this Agreement in accordance with the rules and regulations of the Trustees of such Fund, the Local Union or Area Conference, after the proper official of the Local Union shall have given seventy-two (72) hour notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

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

ARTICLE 14 FUNERAL LEAVE

An employee shall be granted three (3) consecutive days for the purpose of attending the funeral of said employee's Spouse, Mother, Father, Brother, Sister, or Children, Mother-in-Law, Father-in-Law, Step-Children, Grandfather and Grandmother, Spouses Grandparents. The compensated days must fall within the regularly scheduled workweek.

ARTICLE 15 DRIVE AUTHORIZATION AND DEDUCTION

In addition to the terms and conditions contained in the above-referenced Collective Bargaining Agreement between the Employer and the Union, the Employer and the Union hereby further agree that:

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 16 DURATION

This Agreement shall take effect as of June 1, 2013, and shall continue in effect until August 14, 2017, inclusive. This Agreement may be reopened as of August 14, 2017 for changes or modifications herein, or termination hereof, by either party giving sixty (60) days advance written notice to the other of its intent to do so. If neither party reopens this Contract as herein provided, it shall automatically be extended from year to year thereafter with like provisions for reopening as of the annual date of August 14.

AGREEMENT

BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200

AND



C.R. MEYER & SONS

RECEIVED

SEP 18 2014

**CONTRACT
DEPARTMENT**

JUNE 1, 2014 - MAY 31, 2017

AGREEMENT

This Agreement, made and entered into as of the first day of June 2014, by and between C.R. MEYER & SONS, herein called "Employer" and TEAMSTERS "GENERAL" LOCAL UNION NO. 200 of the International Brotherhood of Teamsters, which represents the Employer's employees located at Oshkosh, Wisconsin, shall be members of the Local Union signature to this Agreement no matter where or what job sites the Employer assigns them to work at.

This revised Agreement embodies all amendments to existing agreements and shall hereafter be recognized as the sole Agreement affecting conditions of employment between the signatory parties hereto.

ARTICLE 1. DURATION OF AGREEMENT

This Agreement shall be binding upon the parties, their successors and assigns and shall continue in full force and effect from June 1, 2014 through May 31, 2017, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration or any anniversary thereof. It is expressly agreed that there shall be no reopening of this Agreement for any matters pertaining to rates of pay, wages, hours of work or other terms and conditions of employment during the term of this Agreement, except as provided for hereafter in ARTICLE 16, SEPARABILITY.

ARTICLE 2. UNION SECURITY

Section 2.1 (a) The Employer agrees to require during the life of this Agreement, membership in the Union, as a condition of continued employment of all employees covered by this Agreement, on or after seven (7) days following the effective date of this Agreement, or on or after seven (7) days following the commencement of such employment, whichever is later; provided, however, that such membership in the Union is available to such employees on the same terms and conditions generally applicable to other members and that such membership is not denied or terminated for reasons other than a failure by the affected employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

(b) Should any employee covered by this Agreement fail to become or remain a member of the Union in accordance with subsection (a) of this Section, the Employer agrees to discharge such employee within two (2) working days after receipt of a written request from the Union to that effect.

Section 2.2 When the Employer needs additional men, he shall give the Union equal opportunity with all other sources to provide qualified applicants, but the Employer shall not be required to hire those referred by the Union.

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

Section 12.3 (a) Employer to pay premium for any month in which the employee performs any work, three (3) months after the month in which the employee last worked in case of an off-the-job injury or illness, twelve (12) months following the month in which the employee last worked in case of an on-the-job injury or illness.

(b) After the Employer's obligation to make weekly payments into the group insurance program ends, the employees shall be required to contact their Local Union or the insurance fund directly to continue their insurance coverage by self-payments.

Section 12.4 Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of its premiums for health insurance benefits provided under this Article, and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the payment of health insurance premiums, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 13. PENSION

Section 13.1 Effective June 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred Eighty Dollars and Twenty Cents (\$280.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 1, 2015, the weekly contribution shall be increased to Two Hundred Ninety-one Dollars and Forty Cents (\$291.40).

Effective June 1, 2016, the weekly contribution shall be increased to Three Hundred Three Dollars and Ten Cents (\$303.10).

If the employee was employed by another employer signatory to Agreement, the Employer shall begin the weekly contribution immediately upon employment.

Section 13.2 This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for employees covered by this Agreement.

Section 13.3 By the execution of this Agreement, the Employer binds himself and becomes party to the Trust Agreement establishing the Central States, Southeast and Southwest Areas Pension Fund and authorizes the Employer parties thereto to designate the Employer

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

Section 13.4 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall be required to make contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Section 13.5 Action for delinquent contributions may be instituted by either the Local Union, the Joint Council or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 14. VACATIONS

Section 14.1 All employees covered by this Agreement shall be permitted up to a maximum of three (3) weeks' vacation each year if they so elect. Employee must give two (2) weeks' notification of this vacation selection to the Employer.

Section 14.2 The Employer shall withhold weekly from the net pay of each employee covered by this Agreement the following amounts for each hour worked by the employee: Effective June 1, 2006, Fifty Cents (\$0.50) per hour. This money is to be deposited in an escrow account to be paid the employee at the time of his vacation. If the employee does not take a vacation this money shall be paid to him annually upon his demand. Any money in this escrow account shall be paid an employee upon his termination.

ARTICLE 15. EMPLOYEE JOB SECURITY

Section 15.1 An employee's job security shall be determined by length of service in the bargaining unit plus such additional time off as is granted for vacations, layoffs, accidents, illnesses, or on-the-job injuries. An employee's job security shall determine the manner in which the respective employee is employed, is laid off, and is recalled to work after a layoff.

Section 15.2 In reducing the workforce in the classification covered by this Agreement, the last employee hired in the classification in which the layoff occurs shall be laid off first. Recall to work in these classifications shall be in reverse order of layoff.

Section 15.3 The provisions of Sections 15.1 and 15.2 for layoff or recall of employees shall not apply until the beginning of the workday following the day of layoff for jobs within a twenty (20) mile radius of the Employer's main place of business, and shall not apply until the beginning of the second workday following the day of layoff for jobs beyond the twenty (20) mile radius of the Employer's main place of business provided that layoffs on any particular job are handled on the basis of the provisions of Section 15.2, if all employees on the project are not laid off.

Sof

AGREEMENT

By and between
Michigan Chandelier Company
and
Teamsters Local Union No. 247
an Affiliate of the International
Brotherhood of Teamsters

Effective April 1, 2011 - March 29, 2014

RECEIVED

OCT 19 2011

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April 2011, by and between the Michigan Chandelier Company located at 20855 Telegraph Road, Southfield, Michigan 48033, party of the first part and hereinafter termed the Employer, and Teamsters Local Union No. 247, an affiliate of the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan 48216, party of the second part, hereinafter called the Union.

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

WITNESSETH:

ARTICLE 1 UNION SECURITY

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

Section 2. The Employer agrees that as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing in the Union, no later than the thirty-first (31st) day following the beginning of their employment, or the thirty-first (31st) day following the effective date of this clause, whichever is the later.

Upon written notice from the Union, that any employee has failed to acquire or retain membership as above described, the Employer shall be obligated to discharge such employee. However, no discharge shall be requested that violates the provisions of the Labor Management Relations Act of 1947 as amended, or decisions of the National Labor Relations Board.

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

Section 4. The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues and initiation fees of the Union having jurisdiction over such employees, and agrees to remit to the Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Section 5. Deductions will be made from the first pay period of each month.

Section 6. Delinquencies. Dues unpaid because the employee had no earnings the first (1st) pay period of the month will be deducted from earnings in the succeeding month.

Section 3. The authority of the Union stewards shall be limited to acts or functions pertaining to Union business only which said stewards are expressly authorized to perform by the Executive Board of the Union.

Section 4. Upon request by the Employer by telephone, telegram, or registered letter, the Union agrees to immediately post a notice on the premises of the Employer notifying the employees that the slowdown, suspension of work, or other unified work stoppage has not been authorized by the International Brotherhood of Teamsters or the Union, or any other officers and further stating that the employees are in violation of the provisions of this Agreement unless they return to work, or remain at work.

**ARTICLE 11
HEALTH AND WELFARE AND PENSION**

Section 1. Health and Welfare. The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF), for each employee covered by this Agreement who is on the regular seniority list a contribution of:

Plan Key 1 102

<u>Effective Date:</u>	<u>Total Contribution Amount:</u>	<u>Employer's Portion:</u>	<u>Employees Co-pay:</u>
4/3/11	\$312.65	\$297.65	\$15.00

Plan SOA 100

<u>Effective Date:</u>	<u>Total Contribution Amount:</u>	<u>Employer's Portion:</u>	<u>Employees Co-pay:</u>
6/12/11	\$331.00	\$292.00	\$39.00
4/1/12	\$346.20	\$300.43	\$45.78
3/31/13	\$372.85	\$315.00	\$57.85

From April 1, 2011 through March 29, 2014, the total weekly employee co-pay contribution amount, as stated above shall be deducted from the employees' wages.

If there is an enforceable increase to the MCTWF rate, said increase shall be paid for by the employee, through payroll deduction. If there is a decrease in the MCTWF rate, that amount shall reduce the employee's co-pay, for that time period.

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

Employees will be allowed to opt out of their healthcare coverage, in accordance with the MCTWF Memorandum of Understanding for Opt Out. The Employer will compensate said employee fifty-two dollars (\$52.00) per week.

Section 2. Pension. Additionally, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement who is on the regular seniority list a contribution which shall not exceed:

<u>Effective Date:</u>	<u>Total Contribution Amount:</u>	<u>Employer's Portion:</u>	<u>Employees Co-pay:</u>
4/1/11	\$115.60	\$89.30	\$26.30
4/1/12	\$124.80	\$93.90	\$30.90
4/1/13	\$132.30	\$97.65	\$34.65

From April 1, 2011 through March 29, 2014, the total weekly employee co-pay contribution amount, as stated above, shall be deducted from the covered employee's wages.

If there is an enforceable increase or increases to the amount of the weekly pension contributions per week, for any reason whatsoever, including but not limited to, the provisions of the Fund Trust Agreement or regulations, any pension fund surcharges or other surcharges, ERISA, the Pension Protection Act or any contribution agreement with the pension fund, that increase or increases shall be paid by the employees, through payroll deductions. If there is an enforceable decrease, as to the amount of the weekly pension contribution during the period of this Agreement, that difference will be paid to the employee, monthly, in a lump sum payment, less required withholdings. Any increase after March 29, 2014, will be subject to labor negotiations for the period after that date and the stated amount shall not change until the conclusion of those negotiations. This provision shall be applicable whether set forth in any pension form or agreement with the pension fund concerning the Employer's obligation to make contributions to the pension fund.

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

Section 3. Contributions to the MCTWF and to the pension fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Agreement, and although contributions may be made for those weeks into some other health and welfare fund and/or pension fund.

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the MCTWF and to the pension fund for a period of four (4) weeks provided, however, that the circumstances of injury shall not have been unusual and further that any dispute as to the injury shall be settled in accordance with Article 7 of this Agreement. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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

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

It is agreed that the MCTWF and o the pension fund will be separately administered each jointly by Employers and Union in compliance with all applicable laws and regulations, both state and federal.

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

It is further agreed that in the event the Union, MCTWF or pension fund is required to retain an attorney to start suit for the collection of delinquent health and welfare and/or pension payments, the Employer will pay the reasonable attorney fee, in full, and all other costs of collection.

ARTICLE 12 PICKET LINE

Section 1. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuse to go through or work behind any primary picket line, including the primary picket line of unions party to this Agreement, and including primary picket lines at the Employer's place of business.

Section 2. It shall not be a violation of this Agreement and it shall not be a cause of discharge or disciplinary action if any employee refuses to perform any service which, but for the existence of a controversy between a labor union and any other person (whether party to this Agreement or not), would be performed by the employees of such person.

Section 3. Grievances. Within five (5) working days of filing of grievance claiming violations of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

TEAMSTERS LOCAL 682

PRESIDENT
ED KIMBRELL
BUSINESS MANAGER

SECRETARY TREASURER
MATT STEWARD

VICE PRESIDENT
DAVE ABSHEER

RECORDING SECRETARY
GERALD HAVERSTICK



TRUSTEES
MIKE MOTSINGER
TINA LABERTA
CHARLES MEIER

JENNY MORRIS
TITAN OPERATOR

LOCAL 682
5730 ELIZABETH AVE.
ST. LOUIS, MO 63110

TOLL FREE 1-877-682-8105
314-647-8350
FAX 314-647-4768
www.teamsterslocal682.com

ST. LOUIS AND ROLLA, MO

Affiliations:

*International Brotherhood of Teamsters
 Teamsters Joint Council No. 13
 Missouri Kansas Nebraska Conference of Teamsters*

**LETTER OF AGREEMENT
 ON EXTENSION OF COLLECTIVE BARGAINING CONTRACT**

This letter of agreement is between Teamsters Local Union #682 (hereinafter the Union) and **MIDWEST FLOOR** (hereinafter the Company)

WHEREAS the union and the Company are parties to a current collective bargaining agreement which expires on April 30th 2014

WHEREAS the union and the Company are parties to a current collective bargaining agreement dated 2008/2011 shall with this agreement of both parties be extended by revising the termination date to April 30th 2018.

In addition, it is further agreed that said Company shall incur all increases to the benefit package i.e. Pension (\$3875 cents per hour) and Health & Welfare (\$.18 cents per hour) on a weekly rate for the 2014 contract year and all increases to the benefit package for the 2015 contract year.

It is also agreed that the Company who during the term of this agreement sells or leases all or part of his business shall inform the purchaser or the lessee of the exact terms of the Union agreement and shall make the sale or lease conditional on the new purchaser or new lessee assuming all economic obligations of the Union contract until its expiration date, at which time it will be negotiated between the Union and the new employer. All current employees of the Company shall retain their seniority spot at the time of purchase. If the purchaser has the same language then seniority shall be dovetailed.

Whereby the parties through their duly authorized agents have signed this extension below.

RECEIVED

BY [Signature] **MIDWEST FLOOR**
 DATE 5/2/14

BY [Signature] **TEAMSTERS LOCAL #682**
 DATE 02 May 14 **CONTRACT**
DEPARTMENT

MAY 02 2014

Construction, Building Materials, Ice and Coal, Laundry and Dry Cleaning, Meat and Food Product Drivers, Railway Workmen, Yeomen, Sailors and Allied Workers, The City of St. Louis and the Counties of St. Louis, St. Charles, Warren, Lincoln, Jefferson, and Franklin, Missouri; General Teamsters, Chauffeurs, Warehousemen, Helpers, Yeomen, Sailors and Allied Workers, The Counties of Madison, Crawford, Washington, Putnam, Phelps, Dent, Texas, Sherman, Russell and Oregon, Missouri; Construction and Milling Material Drivers, Helpers, Warehousemen, Yeomen, Sailors and Allied Workers, The Counties of Adair, Audrain, Clark, Knox, Lewis, Marion, Warren, Missouri; Nat. Police, Rail, Scotland, Sheriff and Shelby, Missouri.



CENTRAL STATES
SOUTHEAST AND
SOUTHWEST AREAS
HEALTH AND WELFARE AND PENSION FUNDS

EMPLOYEE TRUSTEES
FRED BEGARE
JERRY YOUNGER
GEORGE J. WESTLEY
CHARLES A. WHOBREY

EMPLOYER TRUSTEES
HOWARD McDOUGALL
ARTHUR M. BUNTE, JR.
TOM J. VENTURA
GARY F. CALDWELL

EXECUTIVE DIRECTOR
THOMAS C NYHAN

MID-WEST FLOOR CO.
ACCOUNT NO.: 5372100-0105-00682A

LETTER OF UNDERSTANDING AND AGREEMENT

As of the 1970's, it has been the agreement of Local Union No. 682 and Mid-West Floor Company that the term "bargaining unit" as stated in Article 2, Section 1 of the Collective Bargaining Agreement shall consist exclusively of drivers. Individuals within the classification of warehouse have been reported to and covered under Local Union No. 1310. The intent of the Collective Bargaining Agreement between Local Union No. 682 and Mid-West Floor Company was never to cover warehousemen; therefore, warehouse employees are not eligible for benefits under Central States Funds, and no contributions are owed on employees in this classification.

Mid-West Floor Co.

By: Vigil Henderson

Title: president

Date: 6/30/09

Local Union No. 682

By: [Signature]

Title: Gen. MGR.

Date: 6-30-09

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JUL 01 2009

**CONTRACT
DEPARTMENT**

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

James P Hoffa - President

COLLECTIVE BARGAINING AGREEMENT
2008-2011

Midwest Floor
2714 Breckenridge Ind.
St. Louis, Mo. 63144

TEAMSTERS LOCAL UNION NO. #682
5730 ELIZABETH AVE.
ST. LOUIS, MO.
63110

1-314-647-8350

Gary Cossarini - President

Robin Norris - Secretary Treasurer

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APR 28 2008

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APR 28 2008

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DEPARTMENT

AGREEMENT

MIDWEST FLOOR

2008 - 2011

THIS AGREEMENT MADE AND ENTERED INTO EFFECTIVE THE 1ST DAY OF MAY, 2008, BY AND BETWEEN MIDWEST FLOOR, ITS SUCCESSORS OR ASSIGNS, HEREINAFTER CALLED THE "EMPLOYER", AND THE CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER REFERRED TO AS THE "UNION", FOR THE PURPOSE OF ESTABLISHING RATES OF PAY, WAGES, HOURS OF WORK, AND CONDITIONS OF EMPLOYMENT TO BE OBSERVED BETWEEN THE PARTIES HERETO.

ARTICLE I - RECOGNITION

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

SECTION 2. THE EMPLOYER WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 3. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT ALL PERSONS WHO ARE HEREAFTER EMPLOYED BY THE EMPLOYER IN THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT SHALL BECOME MEMBERS OF THE UNION NOT LATER THAN THE THIRTY-FIRST (31ST) DAY FOLLOWING THE BEGINNING OF THEIR EMPLOYMENT OR THE EXECUTION DATE OF THIS AGREEMENT, WHICHEVER IS THE LATER; THAT EFFECTIVE FROM AND AFTER THE THIRTY-FIRST (31ST) DAY FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT, THE CONTINUED EMPLOYMENT BY THE EMPLOYER IN SAID UNIT OF PERSONS WHO ARE ALREADY MEMBERS IN GOOD STANDING OF THE UNION SHALL BE CONDITIONED UPON THOSE PERSONS CONTINUING THEIR PAYMENT OF THE PERIODIC DUES OF THE UNION; AND THAT THE CONTINUED EMPLOYMENT OF PERSONS WHO WERE IN THE EMPLOY OF THE EMPLOYER PRIOR TO THE DATE OF THIS AGREEMENT AND WHO ARE NOT NOW MEMBERS OF THE UNION SHALL BE CONDITIONED UPON THOSE PERSONS BECOMING MEMBERS OF THE UNION NOT LATER THAN THE THIRTY-FIRST (31ST) DAY FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT. THE FAILURE OF ANY PERSON TO BECOME A MEMBER OF THE UNION AT SUCH REQUIRED TIME SHALL OBLIGATE THE EMPLOYER UPON WRITTEN NOTICE FROM THE UNION TO SUCH EFFECT AND TO THE FURTHER EFFECT THAT UNION MEMBERSHIP WAS AVAILABLE TO SUCH PERSON ON THE SAME TERMS AND CONDITIONS GENERALLY AVAILABLE TO OTHER MEMBERS, TO FORTHWITH DISCHARGE SUCH PERSON. FURTHER, THE FAILURE OF ANY PERSON TO MAINTAIN HIS UNION MEMBERSHIP IN GOOD STANDING AS REQUIRED HEREIN SHALL, UPON WRITTEN NOTICE TO THE EMPLOYER BY THE UNION, TO SUCH EFFECT, OBLIGATE THE EMPLOYER TO DISCHARGE SUCH PERSON.

CONTINUE TO MAKE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. WHEN ANY PARTY HERETO SHALL BE DELINQUENT AT THE END OF ANY PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE HEALTH AND WELFARE FUND CREATED UNDER THIS CONTRACT, AND SUCH DELINQUENCY SHALL BE UNCHALLENGED OR, AFTER CHALLENGE, SHALL HAVE BEEN AUDITED AND FOUND TO BE CORRECT, THE EMPLOYEES OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF SUCH DELINQUENCY TO THE AFFECTED EMPLOYER, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS SHALL BE NECESSARY TO SECURE PAYMENT; PROVIDED, HOWEVER, THAT IF THE DELINQUENCY IS CAUSED BY REASONS BEYOND THE CONTROL OF THE EMPLOYER, THEN NO SUCH ACTION SHALL BE TAKEN.

ARTICLE XX - PENSION

EFFECTIVE MAY 1, 2008 THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF ONE HUNDRED SEVENTY NINE DOLLARS AND THIRTY CENTS (\$179.30) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT, WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS.

EFFECTIVE MAY 1, 2009, THE PENSION BENEFIT SHALL BE INCREASED TO ONE HUNDRED NINETY THREE DOLLARS AND SIXY CENTS (\$193.60) PER WEEK, PER ELIGIBLE EMPLOYEE. EFFECTIVE MAY 1, 2010, THE PENSION BENEFIT SHALL BE INCREASED TO TWO HUNDRED AND NINE DOLLARS AND TEN CENTS (\$209.10) PER WEEK.

PENSION INCREASES PER HOUR

2008/2009-	\$33.25 CENTS
2009/2010-	\$35.75 CENTS
2010/2011-	\$38.75 CENTS

CONTRIBUTIONS SHALL BE MADE ON ALL EMPLOYEES RECEIVING PAY WAGES, SHOW UP TIME, VACATION PAY OR HOLIDAY PAY.

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

CONTRIBUTIONS TO SUCH PENSION FUND MUST BE MADE FOR EACH WEEK ON EACH REGULAR EMPLOYEE, EVEN THOUGH SUCH EMPLOYEE MAY WORK ONLY PART TIME UNDER THE PROVISIONS OF THIS CONTRACT.

THE EMPLOYER AGREES THAT AT THE TIME IT EXECUTES THIS AGREEMENT IT WILL ALSO EXECUTE THE PRESENT PARTICIPATION AGREEMENT WITH THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST ARKAS PENSION FUND; PROVIDED, HOWEVER, THAT NONE OF THE PROVISIONS OF THE AFORESAID TRUST AGREEMENT SHALL IN ANY WISE OPERATE OR BE CONSTRUED TO OPERATE AS ALTERING ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, NOR INCREASE ANY OF THE RATES OF CONTRIBUTIONS HEREIN FOR THE LIFE OF THIS AGREEMENT. ALL AMENDMENTS HEREINAFTER ADOPTED BY THE TRUSTEES TO THE TRUST AGREEMENT WITH RESPECT TO THE ADMINISTRATION OF THE SAID TRUST AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON THE PARTIES TO THIS CONTRACT, BUT NO AMENDMENT TO THE TRUST AGREEMENT WHICH AFFECTS THE ESSENCE OR SUBSTANCE THEREOF OR MATERIALLY ALTERS THE AGREEMENT SHALL BE EFFECTIVE AND BINDING DURING THE LIFE OF THIS AGREEMENT. THE TRUST AGREEMENT PROVIDES THAT THE TRUSTEES MAY, BY THEIR REPRESENTATIVES, EXAMINE THE PERTINENT RECORDS OF EACH EMPLOYER AT THE EMPLOYER'S PLACE OF BUSINESS WHENEVER SUCH EXAMINATION IS DEEMED NECESSARY OR ADVISABLE BY THE TRUSTEES. WHEN ANY PARTY HERETO SHALL BE DELINQUENT AT THE END OF ANY PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE PENSION FUND CREATED UNDER THIS CONTRACT, AND SUCH DELINQUENCY SHALL BE UNCHALLENGED, OR, AFTER CHALLENGE, SHALL HAVE BEEN AUDITED AND FOUND TO BE CORRECT, THE EMPLOYEES OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF SUCH DELINQUENCY TO THE AFFECTED EMPLOYER, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS SHALL BE NECESSARY TO SECURE PAYMENT; PROVIDED, HOWEVER, THAT, IF THE DELINQUENCY IS CAUSED BY REASONS BEYOND THE CONTROL OF THE EMPLOYER, THEN NO SUCH ACTION SHALL BE TAKEN. UNLESS THE EMPLOYER SHALL EXECUTE THE SAID TRUST AGREEMENT AND THE NECESSARY PAPERS IN CONNECTION WITH THE ADMINISTRATION THEREOF IN ACCORDANCE WITH THE PROVISIONS ABOVE., THIS AGREEMENT SHALL BE CONSIDERED VOID AND OF NO EFFECT.

ARTICLE XXI - OWNER OPERATORS

SECTION 1. PURPOSE: THE PROVISIONS OF THIS ARTICLE HAVE BEEN NEGOTIATED AND AGREED UPON FOR THE SOLE PURPOSE OF CONTROLLING CIRCUMSTANCES WHICH THREATEN MAINTENANCE OF THE WAGE STRUCTURE ESTABLISHED ELSEWHERE IN THIS AGREEMENT. THE OBJECTIVE OF THE PARTIES IS TO PROTECT NEGOTIATED WAGE SCALES AGAINST POSSIBLE UNDERMINING THROUGH DIMINUTION OF OWNER-OPERATOR'S WAGES FOR DRIVING WHICH WOULD RESULT FROM A RENTAL OF THEIR EQUIPMENT TO EMPLOYERS COVERED BY THIS AGREEMENT FOR A SUM OR SUMS OF MONEY INSUFFICIENT IN AMOUNT TO COVER THEIR OPERATING COSTS. THE PARTIES SEEK TO PROHIBIT THOSE LEASES, RENTALS, AGREEMENTS, UNDERSTANDINGS, SCHEMES AND DEVICES RELATING TO OWNER-OPERATOR'S EQUIPMENT WHICH MIGHT OTHERWISE BE UTILIZED FOR THE PURPOSE OF ESCAPING FULL PAYMENT OF WAGES AND THE ASSUMPTION OF WORKING CONDITIONS COMMENSURATE WITH THOSE PROVIDED FOR IN THIS COLLECTIVE BARGAINING AGREEMENT.

SECTION 2. DEFINITION OF OWNER OPERATORS: THE TERM "OWNER-OPERATORS" SHALL BE CONSTRUED TO MEAN THOSE PERSONS WHO OWN, LEASE, RENT OR BORROW EQUIPMENT WHICH THEY PERSONALLY DRIVE IN THE PERFORMANCE OF THEIR DUTIES AS EMPLOYEES OF AN EMPLOYER COVERED BY

Local Rider

MIDWEST RAIL SOLUTIONS, LLC

And

Automobile Transport Chauffeurs, Demonstrators, and Helpers Local 604

To National Master Automobile Transporters Agreement
Covering Local Agreements

This Rider between MIDWEST RAIL SOLUTIONS, LLC (the "Employer") and Automobile Transport Chauffeurs, Demonstrators, and Helpers Local 604, affiliated with the International Brotherhood of Teamsters (the "Union"), as follows:

This Rider replaces all prior Riders and Agreements, and will remain in effect for the remainder of the current ~~(6/1/2011-8/31/2015)~~ National Master Automobile Transporters Agreement (herein after referred to as "NMATA").
5/1/2015

I Conditions of Employment

Employees hired by the Employer are required to meet and maintain the following conditions of employment:

Pre-employment drug and alcohol test shall be performed within seven (7) days of the date of hire. This test will be conducted in accordance with the NMATA - Uniform Substance Abuse Policy.

Valid unrestricted drivers' license.

On Saturday and Sunday, no employee will have the opportunity to work his sixth (6th) day until every employee has had the opportunity to work his fifth (5th) day. Likewise, no employee will have the opportunity to work his seventh (7th) day until every employee has had the opportunity to work his sixth (6th) day.

The Employer will verify all phone calls electronically.

VI Holidays

The Employer will observe the holidays set forth in the NMATA - Central and Southern Conference Areas Supplemental Agreements.

The Employer shall not pay double time (2) for work scheduled on shifts that are scheduled the previous day which run into a holiday.

VII Health & Welfare and Pension

Shall be according to the NMATA.

VIII Breaks

(a) The Employer shall provide two (2) fifteen minute rest periods during each regular eight hour day. The Employer shall provide one meal period of thirty (30) minutes unpaid. Employees who work beyond eight (8) hours will be allowed a fifteen minute break, however, if the shift will be completed before nine (9) hours, employees will receive fifteen minutes pay in lieu of a break.

IX Attendance.

An employee shall be considered as absent, if he/she does not report to work within 15 minutes after his/her report time. In that event, the Employer has the right to refuse to assign work to that employee and to call-in a replacement, provided, however, that any employee who calls the on-duty supervisor to provide notification of being tardy any time within 90 minutes prior to his/her report time

Past Practice - The Employer and the Union agree that neither shall be bound by any past practice between the Union and any prior employer of any employee covered herein which was in use or existence prior to December 14, 1997; unless such past practice has been reduced to writing.

This agreement only pertains to the Employee's of the Valley Park Location.

This agreement agreed to on the 1st day of MAY, 2015.

MIDWEST RAIL SOLUTIONS, LLC

Automobile Transport
Chauffeurs, Demonstrators and
Helpers Teamsters Union Local #604

570 FRISCO DR.

FENTON, MO 63026

By: DONALD ERICKSON
Donald Erickson

By: Kathleen Skelton

Date: 06-12-2015

Date: 6-12-2015

AGREEMENT

BETWEEN

MIDLAND ENGINEERING CO., INC.

of

South Bend, Indiana

and

TEAMSTERS LOCAL UNION NO. 364

of

South Bend, Indiana



RECEIVED

JUN 12 2015

CONTRACT
DEPARTMENT

Covering the period from June 1, 2015 through May 31, 2018

**ARTICLES OF AGREEMENT
MIDLAND ENGINEERING COMPANY, INC.
06-01-2015 through 05-31-2018**

This Agreement shall be in effect within the jurisdiction of Local Union No. 364, affiliated with the International Brotherhood of Teamsters. The jurisdiction of Local Union No. 364 includes the following Indiana counties: St. Joseph, Marshall, Elkhart, Kosciusko, LaGrange and Fulton.

This Agreement shall cover all building construction, including all building structures, including modifications thereof or additions or repairs thereto, intended for the use for shelter, protection, comfort or convenience; the demolition and foundation for building construction; and excavation of basements, the hauling of materials on the job site and to and from the job site by the Employer.

The purpose of this Agreement is to establish hours, wages and other conditions of employment and to prevent strikes and lockouts, and to adopt measures for the peaceful settlement of grievances and differences and to prevent waste and unnecessary and avoidable delays and expenses, and for the further purpose of maintaining a cooperative relationship so that the contractors may secure sufficient capable workmen and the workmen may have as much continuous employment as possible, so that stable conditions may prevail in the Construction Industry so that costs may be as low as possible, consistent with fair wage and fair conditions of employment.

The Midland Engineering Company, Inc. of South Bend, Indiana, operating in the jurisdiction as above mentioned are hereinafter referred to as the Employer, and Local Union No. 364, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions on all work performed in the area of jurisdiction mentioned above.

ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF

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

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

Section 3. The Employer agrees that as a condition of continued employment all present and future employees covered by the Agreement shall become and remain members in good standing in Local Union No. 364, affiliated with the International Brotherhood of Teamsters, no later than either the 7th day following the beginning of their employment or the 7th day following the effective date of this clause, whichever is the later.

Section 4. The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Union having jurisdiction

Monday through Saturday, inclusive, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Double time shall be paid for work done on Sundays and holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. No work shall be performed on Labor Day except in an emergency where life or property is in danger.

(b) For any time lost during the regular workweek due to inclement weather, employees covered hereunder shall be allowed to work on a voluntary basis on Saturdays up to eight (8) hours, not to exceed forty (40) hours during the workweek at the regular straight-time wage rate.

3. CALL-IN PAY

Employees shall report every workday unless otherwise notified by quitting time the previous day and shall receive two (2) hours' pay at the straight time rate for reporting. However, the employee may be required to remain on the job for the two (2) hour period to perform whatever nonproductive work may be assigned him. If he is dispatched with truck, he shall be paid for four (4) hours. The Company may formulate policy in regard to when an employee shall report for work, and then there shall be no show up pay.

4. HEALTH AND WELFARE

(a) Effective May 31, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund the sum of Two Hundred Eighty-Six Dollars (\$286.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 29, 2016, the Employer shall contribute to the Fund an amount not to exceed Three Hundred Fourteen Dollars and Sixty Cents (\$314.60) per week for each employee. Effective May 28, 2017 the Employer shall contribute to the Fund an amount not to exceed Three Hundred Forty-Six Dollars and Ten Cents (\$346.10) per week for each employee. (Plan MM200/Plan MB))

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

6. PENSION

(a) Effective June 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty-Eight Dollars and Sixty Cents (\$148.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2016, the Employer shall contribute to the Fund the sum of One Hundred Fifty-Four Dollars and Fifty Cents (\$154.50) per

week for each employee. Effective June 1, 2017, the Employer shall contribute to the Fund the sum of One Hundred Sixty Dollars and Seventy Cents (\$160.70) per week for each employee.

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

7. VACATIONS

(a) Paid vacations will be granted in accordance with the following schedule:

<u>Length of Vacation</u>	<u>Years of Service</u>	<u>Minimum Hours Worked Per Calendar Year to Qualify</u>
One Week	One	1350 Hours
Two Weeks	Ten	1350 Hours
Three Weeks	Fifteen	1350 Hours

(b) The normal vacation period, due to seasonal business, shall be during December, January, February, and March of any contract year which, however, may be varied by mutual consent between the employee or employees involved and the Company.

(c) It shall be compulsory for an employee to take advantage of the vacation period.

(d) Should an employee not accrue 1350 hours of work during a year, his vacation time shall be prorated.

8. EQUAL EMPLOYMENT OPPORTUNITY RIGHTS

It is mutually agreed by the Employer and the Union that they will comply with (1) the Equal Employment Opportunity Act of 1972 which amends Title VII of the Civil Rights Act of 1964, (2) Presidential Executive Order #11246 and #11247, and (3) Indiana Fair Employment Act.

9. INDUSTRY FUND

(a) Effective June 1, 1970, an Industry Fund shall be established and the documents pertaining thereto shall be added to this agreement by addendum when prepared. This Fund will apply to all work performed in the jurisdictional area covered by this agreement and each Employer shall contribute to said Fund Fifteen Cents (15¢) per hour for each hour worked by each employee covered by this Agreement. The Employers' Negotiating Committee is authorized by the undersigned organizations and Employers to enter into appropriate documents and agreements necessary for the creation and administration of such Fund.

MIDLAND WAREHOUSE COMPANY

AND

MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS,
SERVICE, TIRE & RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER
AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION

LOCAL UNION NO. 781

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED
OCT 14 2014
CONTRACT
DEPARTMENT

JULY 1, 2014

THROUGH

JUNE 30, 2016

LABOR CONTRACT AND WORKING AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between MIDLAND PROPERTIES WESTERN, LLC, hereinafter called the Company and MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION LOCAL NO .781, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS hereinafter called the "Union" which is recognized by the Company as the bargaining agency for all employees employed by the Company as Chief Engineers, as hereinafter defined, which employees are hereinafter referred to as the "Employees". It is negotiated for the purpose of specifying wage schedules, hours of work, conditions of employment, adjustment of grievances, and for the further purpose of preventing strikes, lockouts and other disturbances, thus insuring and perpetuating harmonious relations between the Company and the Union.

WITNESSETH

Union Members:

(A) It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. The term 'members in good standing' shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership.

(B) Whenever any employee covered by this Agreement has executed and delivered to the Company a proper written assignment for the deduction of Union dues, initiation fees or assessments by the Company from that employee's wage, the Company agrees to make such deduction and to send the Company's check for the amount so deducted, together with a list of the individuals from whom the deductions were made to the Union each month.

(C) The term "Chief Engineer" shall embrace all employees who perform Chief Engineer duties as defined by the Company upon the building, structure, equipment, and machinery.

(D) New employees hired by the employer shall be considered temporary employees for a probationary period of the first 180 calendar days of their employment. The Employer shall have the right to discharge such employees within the 180 calendar day trial period for any reason; such discharge shall not be subject

addition, to the requirements of the parties, shall be conditioned upon the employee and the Employer making satisfactory arrangements for paying the required contribution to the Health & Welfare Fund, and at all time the payments shall be made by the Employer for the period of such granted leave of absence.

(e) The Employer agrees to pay any increase in the above contribution rates, that the Trustees for the Health & Welfare Fund deem necessary to maintain the current benefit level.

(f) In the event the Employer fails to pay the monthly contribution to the Fund on behalf of any employee covered hereunder, the Employer agrees be responsible for the benefits which would have been provided by such insurance coverage.

ARTICLE XII

Pension

Commencing with July 1, 2014 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Fifty-one dollars and sixty cents (\$151.60) per week (Schedule B) for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Commencing with July 1, 2015 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Fifty-seven dollars and seventy cents (\$157.70) per week (Schedule B) for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Such payments shall be made to the Central States, Southeast and Southwest Areas Pension Fund in accordance with the trust instrument establishing said Pension Fund.

The Company ratifies and confirms the appointment of the Employer trustees, who shall together with their successor trustees, designated in the manner provided in said trust instruments, and jointly with an equal number of trustees appointed by the labor organizations to carry out the terms and conditions of the trust instruments.

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

sufficient monies to pay the required contributions into the Pension Fund during the period of absence. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employees may work only part-time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those week to some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract, shall not be covered by the provisions of this paragraph.

ARTICLE XIII

Jury Duty:

The Company agrees to pay the difference between a full days' (8 hours) pay at straight time hourly classification rates and the amount allowed him for jury services for each day an employee is required to serve and does serve on any jury, provided his department is scheduled to work on the day or days actually served on the jury and providing he returns to work promptly after being excused from jury duty.

ARTICLE XIV

Death In Family

An employee with six (6) months or more of continuous service who requires time off from actual work on a straight time working day by reason of death in the immediate family shall be entitled to a maximum of three (3) straight time working days off with pay. The "immediate family" shall be limited to the employee's father, mother, brothers, sisters, spouse, children, mother-in-law and father-in-law. The counting of the three (3) days shall commence on the day of death or the day following, depending on which day the employee first requires time off.

AGREEMENT

MID-STATE SUPPLY CO. INC.

2014 - 2017

THIS AGREEMENT, DATED THE 1ST DAY OF MAY, 2014, BY AND BETWEEN MID-STATE SUPPLY CO. INC., LOCATED IN ST. LOUIS, MISSOURI, HEREINAFTER CALLED THE "COMPANY", PARTY OF THE FIRST PART, AND LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, OR ITS SUCCESSORS, PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "UNION", FOR THE PURPOSE OF ESTABLISHING RATES OF PAY WAGES, HOURS OF WORK, AND CONDITIONS OF EMPLOYMENT TO BE OBSERVED BETWEEN THE PARTIES HERETO.

ARTICLE I - RECOGNITION

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

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

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

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

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

THESE CONTRIBUTIONS SHALL BE MADE FOR ANY PAYROLL WEEK DURING WHICH THE EMPLOYEE RETAINS SENIORITY WITH MID STATES SUPPLY CO. INC.

BY THE EXECUTION OF THIS AGREEMENT, THE EMPLOYER ADOPTS AND AGREES TO ABIDE BY THE PRESENT TRUST AGREEMENT AND HEALTH AND WELFARE BENEFITS ESTABLISHED THROUGH COLLECTIVE BARGAINING AS AFORESAID, BUT THE COMPANY ASSUMES NO LIABILITY OTHER THAN TO MAKE THE CONTRIBUTIONS REQUIRED UNDER THIS ARTICLE.

PROMPT PAYMENTS INTO THIS FUND ARE IMPERATIVE AND SHALL BE MADE IMMEDIATELY AFTER THE END OF EACH MONTH. ANY EMPLOYER FAILING TO REMIT ACCURED CONTRIBUTIONS WITHIN THREE (3) WEEKS AFTER THEY ARE DUE SHALL BE CONSIDERED AS HAVING VIOLATED THIS AGREEMENT AND SHALL BE SUBJECT TO SUIT OR STRIKE, ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT NOTWITHSTANDING. IN THE EVENT SUIT IS FILED, AND IN ADDITION TO THE CONTRIBUTIONS DUE, THE EMPLOYER AGREES TO PAY THE COST AND EXPENSES INCURRED, INCLUDING COURT COST AND REASONABLE ATTORNEY FEES AGREED BETWEEN THE PARTIES OR AS SHALL BE APPROVED BY THE COURT.

ANY AND ALL HEALTH AND WELFARE AND PENSION INCREASES TO BE PAID BY THE EMPLOYER FOR THE LIFE OF THE CONTRACT.

ARTICLE VIII - PENSION

EFFECTIVE MAY 1, 2014, THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWO HUNDRED EIGHT DOLLARS AND EIGHTY CENTS (\$208.80) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE.

EFFECTIVE MAY 1, 2015, THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWO HUNDRED SEVENTEEN DOLLARS AND TWENTY CENTS (\$217.20) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE.

EFFECTIVE MAY 1, 2016, THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWO HUNDRED TWENTY FIVE DOLLARS AND NINETY CENTS (\$225.90) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE.

THIS CONTRIBUTION SHALL BE MADE FOR ANY PAYROLL WEEK DURING WHICH THE EMPLOYEES RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES, HOLIDAY PAY OR VACATION PAY.

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

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

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

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

ARTICLE IX - GRIEVANCE PROCEDURE

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

ARTICLE XXII - DURATION OF AGREEMENT

ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BECOME EFFECTIVE AS OF THE 1ST DAY OF MAY, 2014, AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE 30TH DAY OF APRIL, 2017.

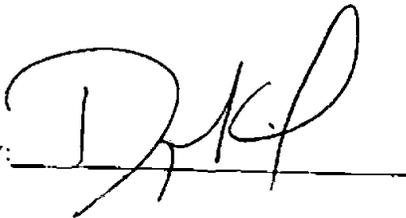
SHOULD THE PARTIES REACH AN AGREEMENT UPON THE TERMS AND PROVISIONS OF A NEW CONTRACT OR A CONTRACT CONTAINING THE DESIRED MODIFICATIONS, AT A TIME SUBSEQUENT TO THE TERMINATION DATE OF THIS CONTRACT, THEN IN SUCH EVENT ALL OF THE TERMS AND PROVISIONS OF THE NEW CONTRACT OR THE CONTRACT CONTAINING THE DESIRED MODIFICATIONS SHALL BE MADE RETROACTIVE TO THE TERMINATION DATE OF THIS CONTRACT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AND SEVERAL OTHER COPIES HERETO, THE DAY AND YEAR FIRST ABOVE WRITTEN.

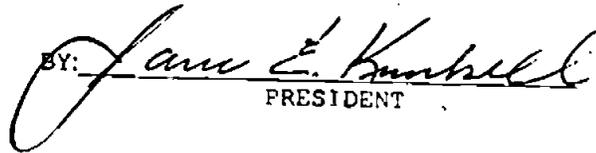
MID-STATE SUPPLY CO. INC.

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

BY:



BY:



PRESIDENT

RECEIVED

JUN 16 2014

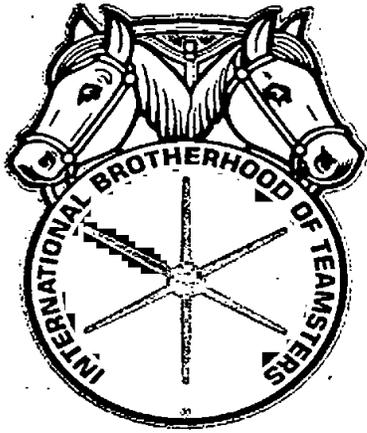
**CONTRACT
DEPARTMENT**

BY:



SECRETARY - TREASURER

NEGOTIATING COMMITTEE



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ROYAL ICE CREAM COMPANY &
MIDTOWN TRANSPORTATION COMPANY, LLC.

AND

TEAMSTERS LOCAL UNION NO. 293

Affiliated with
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

April 1, 2014 through March 31, 2017

RECEIVED

MAY 04 2015

CONTRACT
DEPARTMENT

ICE CREAM AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April, 2014, by and between **ROYAL ICE CREAM COMPANY AND MIDTOWN TRANSPORTATION COMPANY LLC**, its successors and assignees, hereinafter called the "Employer", and those of its employees in classifications of work covered in this Agreement who are members of the **TEAMSTERS LOCAL 293**, affiliated with **THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, Party of the Second Part, hereinafter called the "Union" witnesseth that:

In consideration of the covenants and agreements of each of the parties as herein contained, the parties hereto mutually agree as follows:

ARTICLE I

A. MANAGEMENT PREROGATIVES.

This Agreement retains for the Employer full and absolute control over the operation and management of its business, except as to items specifically agreed upon and reduced to writing in this Agreement.

B. UNION SHOP.

1. The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer.
2. **UNION SHOP CLAUSE:** It shall be a condition of employment that all of the employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union.
3. The Employer shall notify the Union in writing each calendar week as to the date of original employment of new employees, and the Employer shall notify the employee to list promptly with the Union his/her name, address, age, physical condition, telephone number and place of employment.
4. All employees coming under the working conditions of this Agreement are eligible to become members of this Union other than those who have the authority to hire and fire, reprimand and suspend personnel.
5. The Employer agrees that the processing, handling, storage, pre-loading of route trucks and all other generally recognized duties related to the manufacturing and delivery of ice cream and related products at 6200 Euclid Avenue, as well as distribution and driver sales in Ohio, shall be carried on exclusively by employees who are members of Union Local No. 293, and who are

Employee/Child(ren)	First \$2,500	out of pocket Balance of in-network deductible/ out of pocket
Family	First \$2,500	Balance of in-network deductible/ out of pocket

To receive in-network deductible and/or out-of-pocket reimbursement from the Company, the Employee shall timely submit the health insurance carrier's Explanation of Benefits, substantiating the amount charged against the in-network annual deductible and/or out-of-pocket maximum.

ARTICLE VIII

A. PENSION PLAN.

The Trust Agreement dated March 16, 1955, creating the Central States Southeast and Southwest Areas Pension Fund, as amended, and the Pension Plan thus created, are ratified and adopted by the parties hereto as participants therein.

Effective April 1, 2014, the employer shall contribute one hundred forty three dollars and sixty cents (\$143.60) per week into Central States, Southeast and Southwest Areas Pension Fund for each full time employee covered by this agreement. This contribution by the employer under the agreement shall continue through March 31st, 2015. A contribution of one hundred forty nine dollars and thirty cents (\$149.30) per week shall be made from April 1, 2015 through March 31, 2016. A contribution of one hundred fifty five dollars and thirty cents (\$155.30) per week shall be made from April 1, 2016 through March 31, 2017.

Central States Pension Fund

<u>Effective Dates</u>	<u>Weekly Contribution</u>	<u>Required Increase</u>	<u>Amount of Increase</u>
Current	\$138.10		
April 1, 2014 - March 31, 2015	\$143.60	4%	\$ 5.50
April 1, 2015 - March 31, 2016	\$149.30	4%	\$ 5.70
April 1, 2016 - March 31, 2017	\$155.30	4%	\$ 6.00

Compensation includes actual hours worked, paid holiday and paid vacations. The employer's liability under this Article is limited to the payment of contributions as herein set forth.

Contributions will be remitted to the Central States Pension Fund on behalf of all employees performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for thirty (30) calendar days.

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

Any participant who enlists or is inducted for service in the forces of the United States and who (a) receives an honorable discharge, and (b) is employed by one of the signatory Companies within ninety (90) days after such discharge, shall become a covered participant, commencing with the first full calendar week of his/her re-employment.

Any participant who is off work because of sickness or injury and who applies for and is given employment by one of the signatory Companies within a reasonable period of time after his/her recovery shall be eligible to again become a participant commencing with the first calendar week of his/her re-employment.

ARTICLE IX

A. UNION - EMPLOYER COMMITTEE.

A Union-Employer Committee consisting of an equal number of Union and Employer Members with a minimum of two (2) from each party, shall serve for the term of this Agreement. This committee shall meet upon the call of the Employer and/or the call of the Union for the purpose of discussing questions arising in the interpretation or performance of this Agreement, and following such discussion, to make recommendations to the parties hereto.

The parties agree to establish a Committee in each plant consisting of three (3) employees and representatives of management. This Committee will meet as often as required to discuss and receive mutual problems as they arise during the life of this Agreement. Either party may call the meeting by serving written notice in advance to the other party. The written notice shall indicate the only items to be discussed at the meeting.

ARTICLE X

A. GRIEVANCE - ARBITRATION.

The parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances between them involving questions of interpretation or application of the terms and provisions of this Agreement.

Should differences or disputes arise between the parties to this Agreement or between the employees covered herein and the Employer, the aggrieved party to this Agreement or employee or employees, as the case may be, shall use the following procedure as the sole means of settling said difference, dispute or controversy in the following manner:

STEP ONE: If there is an employee (or employees) aggrieved, he/she shall within three (3) working days attempt to settle the grievance with his/her foreman (or supervisor).

STEP TWO: Failing to settle the grievance in accordance with STEP ONE, the grievant shall then within two working days reduce such grievance to writing and submit it to his/her foreman or supervisor, with a copy to his/her Union Steward, who, along with the aggrieved employee and foreman or supervisor, shall attempt to settle the grievance.

MIDWAY MAINTENANCE

LOCAL 100 GENERAL CONSTRUCTION ADDENDUM
FOR EMPLOYERS SIGNED TO THE
NATIONAL MAINTENANCE AGREEMENT
AND THE
PRESIDENT'S AGREEMENT

CONTRACT PERIOD: 07/01/14 - 06/30/17

WAGE RATES:

<u>CLASSIFICATION</u>	<u>07/01/14</u>	<u>EFFECTIVE</u> <u>07/01/15</u>	<u>07/01/16</u>
Field Foreman	\$24.76	\$25.01	\$25.26
Dispatcher-Mechanic	\$24.56	\$24.81	\$25.06
Truck Driver Group	\$24.06	\$24.31	\$24.56

HEALTH & WELFARE:

	<u>BENEFIT</u> <u>PLAN</u>	<u>DAILY</u> <u>RATE</u>
Effective 07/03/11	C4	Not to exceed \$9.62
Effective 07/01/12	C4	Not to exceed \$10.58*
Effective 07/01/13	C4	Not to exceed \$11.64*

*If additional money is needed for the Health & Welfare and/or Pension contribution in year 2nd or 3rd of this contract, it shall be deducted from wages. If less money is needed, it shall be added to wages.

PENSION:

	<u>BENEFIT</u> <u>CLASS</u>	<u>HOURLY</u> <u>RATE</u>
Effective 07/03/11	17B	\$6.40
Effective 07/01/12	17B	\$6.70
Effective 07/01/13	17B	\$7.00

MIDWAY MAINTENANCE

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals this 14th day of July, 2014.

EMPLOYER: MIDWAY MAINTENANCE

UNION: TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES - GREATER CINCINNATI / NORTHERN KENTUCKY AIRPORT AND MISCELLANEOUS JURISDICTION, LOCAL UNION NO. 100

BY: Jeffrey G. Beck
AND BY: _____

BY: Dale L. Bishop
AND BY: _____

DLW/sm
07/14/14

RECEIVED

JUL 25 2014

CONTRACT DEPARTMENT

COPY

WORKING AGREEMENT

BETWEEN

**TRILLIUM DRIVER SOLUTIONS
/ CHICAGO TUBE AND IRON DRIVERS**

AND

TEAMSTERS LOCAL NO. 120

Affiliated with the International Brotherhood of Teamsters

July 1, 2013 through June 30, 2018

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**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

The undersigned **TRILLIUM DRIVER SOLUTIONS**, a Minnesota corporation, (hereinafter referred to as the "Employer"), and **LOCAL UNION NO. 120**, which is an affiliate of the International Brotherhood of Teamsters, (hereinafter collectively referred to as the "Union"), agree to be bound by the terms and provisions covering wages and working conditions as specified in this Agreement.

ARTICLE 1 RECOGNITION

Section 1. The Union shall be the sole representative of employees in those classifications covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against an employee because of Union affiliation.

Section 2. This Agreement shall be applicable to all employees of the Employer performing work within the classifications set forth herein within the geographic jurisdiction of the Local Union. The Union and Employer agree that the employees covered under this Agreement shall constitute one (1) single bargaining unit.

Section 3. The Employer shall have the right to choose any person as a new employee. All employees now within the bargaining unit who have been employed for thirty (30) calendar days or more, and all other employees in the bargaining unit after thirty (30) calendar days of employment shall become members of the Union and shall thereafter maintain membership in good standing as defined by the National Labor Relations Act as a condition of continued employment.

Section 4. The Employer recognizes the right of the Union to designate from among the employees of the establishment concerned a job steward or job committee to handle such Union business as may from time to time be delegated to the job steward or job committee by the Union Executive Board pertaining to employment relations at that establishment.

Section 5. Both parties agree not to enter into any agreement or contract individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

Section 6. Upon written authorization of any employee, the Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and/or uniform assessments of the Union and agrees to remit to said Union all such deductions. Union dues for casual employees shall be two times the hourly rate per month.

Section 7. In the case that the Employer is no longer doing business with Chicago Tube and Iron, the Collective Bargaining Agreement and Teamsters Local Union No. 120 shall be null and void.

collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

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

It is agreed, in the event an Employer is delinquent at the end of a period in the payment of its contribution to the Health and Welfare Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, the Local Union or the Area Conference, after the proper official of the Local Union shall have given seventy-two (72) hour notice to the Employer of such delinquency in Health and Welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 14 PENSION PLAN

Effective July 1, 2013 the Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund ("Pension Fund") in accordance with Employer's Participation Agreement with the Pension Fund entered into contemporaneously with this Agreement. During the term of this Agreement, Employer's rate of contribution to the Pension Fund shall increase on an annual basis at the same rate that the contribution level increases for the Plan to which Employer contributes pursuant to the Participation Agreement.

Effective July 1, 2013, the Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund in accordance with Employer's Participation Agreement with the Pension Fund entered into contemporaneously with this Agreement. During the term of this Agreement, Employer's weekly rate of contribution shall be as follows:

<u>Effective</u>	<u>Weekly Contribution</u>
July 1, 2013	\$258.50
July 1, 2014	\$274.00
July 1, 2015	\$290.40
July 1, 2016	\$302.00
July 1, 2017	\$314.10

The Employer shall make such contributions to the Pension Fund on behalf of regular employees in accordance with Article 14; and on behalf of casual employees once they have worked 1,000 or more hours in a twelve (12) month period. However, if such probationary does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract

provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

The Employer shall make such contributions to the Pension Fund (i) on behalf of regular employees in accordance with Article 3, Section 3.

It is agreed in the event an Employer is delinquent at the end of a period in the payment of his contribution to the Pension Fund created under this Agreement in accordance with the rules and regulations of the Trustees of such Fund, the Local Union or Area Conference, after the proper official of the Local Union shall have given seventy-two (72) hour notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than forty five (45) calendar days. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE 15 EXAMINATION AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations or training required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceed two (2) hours and in that case, only for those hours in excess of said two (2). Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and the Union doctors shall together select a third doctor within thirty (30) days, whose opinion shall be final.

AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO.20

AND

MIDWEST TERMINALS OF TOLEDO INTERNATIONAL,

INC.

Effective: March 1, 2012

Expiration: February 28, 2015

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**CONTRACT
DEPARTMENT**

AGREEMENT

EFFECTIVE: MARCH 1, 2012

EXPIRES: FEBRUARY 28, 2015

THIS AGREEMENT, made and entered into as of the 1st day of March, 2015, in the City of Toledo, County of Lucas, State of Ohio, by and between Midwest Terminals of Toledo International, an Ohio Corporation, hereinafter called the "Company", and the Teamsters Local Union No. 20, affiliated with the International Brotherhood of Teamsters, Toledo, Ohio, hereinafter called the "Union", supersedes and cancels the previous agreement between the parties. This agreement covers forklift operators and warehousemen engaged in warehouse work at this facility east of St. Lawrence Drive. This does not include work performed in the area known as Facility #1 specifically bordered by the Maumee River on the west and St. Lawrence Drive on the East.

WITNESSETH

The parties hereunto, in consideration of the mutual benefits to be derived from the collective bargaining and for the purpose of securing closer cooperation among and between the Company and the employees and in consideration of the promises, obligations and undertakings of each party, as herein contained, agree as follows:

ARTICLE I — RECOGNITION

Section 1. The Company agrees to recognize and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agency for all of the employees of the Company except supervisory employees, janitors, maintenance personnel and guards.

Section 2. The Company will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 3. The Company agrees that it will not sponsor or promote financially or otherwise, other labor organizations for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE II — MANAGEMENT RIGHTS

The management of the business in all its phases and details including scheduling of hours, methods of handling, manufacturing and distribution, and number of employees shall remain vested in the Company. The rights of the company and the employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

the next employee on the seniority list to replace the employee on sick call. If the next senior employee cannot be located, the next senior employee will be contacted, etc. In the meantime, the Company may continue to do the work that would have been done by the sick employee until a replacement arrives.

Section 7. If an Article or Section of this Agreement or any rider thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or any rider thereto, or the application of such Article or Section to persons or circumstances other than these as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into prompt collective bargaining negotiations, upon the request of the Union or the Company, for the purpose of arriving at a lawful and mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

Section 8. Available forklift jobs are to be given to senior personnel.

ARTICLE XXII — PENSION PLAN

Section 1. The Company agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund, beginning March 1, 2012, on behalf of its employees covered by this collective bargaining agreement the sum of \$243.90 per week; beginning March 1, 2013, the sum of \$258.50 per week; and beginning March 1, 2014, \$274.00 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Section 2. By the execution of this Agreement, the Company authorizes the Employer Associations which are parties hereto, to enter into appropriate Trust Agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

Section 4. Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of the period in a payment of his contributions to the Central

States, Southeast and Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of the Fund, after an officer of the Union has given seventy-two (72) hours notice in writing to the Company of such delinquency in the Pension payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses or costs resulting there from. Employers who are delinquent also must pay all non-excessive attorney fees and costs of collections as required by law.

ARTICLE XXV — REOPENING AND TERMINATION OF AGREEMENT

Section 1. This agreement shall become effective as of the 1st day of March, 2008 and shall remain in full force and effect until and including the 28th of February, 2012 and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date by either of parties hereto.

Section 2. Should notice of termination or modification be given in the manner provided for in Section 1 of this Article, the party desiring the same shall:

- A. Offer to meet and confer with the other party for the purpose of negotiating a new agreement containing the proposed modifications;
- B. Notify the Federal Mediation and Conciliation Service within thirty (30) days after such notice of the existence of a dispute, and simultaneously therewith notify any state agency established to mediate disputes within the state, provided no agreement has been reached by that time, and continue in full force and effect, without resorting to strike or lockout, all terms and conditions of this Agreement. for a period of sixty (60) days after such notice is given or until the expiration date of this agreement, whichever occurs later.

Section 3. In the process of bargaining in good faith for a new agreement or an agreement containing modifications, the parties recognize the fact that it may be necessary to continue their negotiations after the date upon which this Agreement legally terminates and in order to provide for their duties and obligations for the period of time between the termination date of this Agreement or one containing the desired modifications, it is understood and agreed as follows:

- A. The parties shall continue to bargain and negotiate in faith an effort to reach a new Agreement to take the place of this one or an Agreement containing the desired modifications, and such negotiations shall continue until either a complete agreement and understanding is reached or both parties conclude that it is not probable that further negotiations will result in an agreement;
- B. All of the terms and provisions of this Agreement shall be continued in full force and effect and extended from the termination date hereof to such times as the parties either enter into a new agreement or an agreement containing the desired modifications, or terminate further negotiations in the matter above mentioned; and
- C. Should the parties reach an agreement upon the terms and provisions of a new agreement or an agreement containing the desired modifications, at a time subsequent

COLLECTIVE BARGAINING AGREEMENT

by and between

MIDWESTERN SANITATION, INC.

And

TEAMSTERS LOCAL UNION No. 247

Effective March 1, 2013 through February 28, 2018

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DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

This Agreement, made and entered into this March 1st day of February 28, 2013, by and between Midwestern Sanitation, Inc., located at 2660 S. Beech Daly Road, Inkster, Michigan 48141, party of the first part and hereinafter called the "Employer", and Teamsters Local Union No. 247, an affiliate of the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called "the Union".

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

THEREFORE, in consideration of mutual promises contained herein, the parties hereby agree to a four (4) year collective bargaining agreement pursuant to the terms as set forth below.

ARTICLE I RECOGNITION, UNION SHOP AND DUES

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

The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all accretions to or relocations of bargaining unit operations, including newly established or acquired warehousing, transportation or processing operations of the Employer.

SECTION 2. All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Subsection or the date of this Agreement, whichever is later.

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

SECTION 3. The Employer agrees to deduct from the pay of each employee all dues and/or initiation fee of the Union and pay such amount deducted to the Union for each and every employee, provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payments to the Union.

SECTION 4. A new employee shall work under the provisions of this Agreement, but shall be

The Employer agrees that it will allow the proper accredited representative of the Union access to the plant, job site or warehouse at any time for purpose of policing the terms and conditions of this Agreement.

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

ARTICLE XV MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, regardless of the terms of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE XVI PAID FOR TIME

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

Drivers called to work shall be allowed sufficient time, without pay to get to the garage or terminal and shall draw full pay from the time he registers in.

ARTICLE XVII HEALTH & WELFARE AND PENSION

The Employer agrees to pay into a health and welfare plan for each employee who qualifies for such coverage. The Employer agrees to make payments into Total Health Care HMO Plan 1000, for health care coverage and to Managed Employee Health Insurance Management (EHIM) 50001245-01 prescription drug plan; into Guardian/First Commonwealth for dental coverage and into for life insurance, long-term disability and short-term disability for all employees who qualify and their dependents, as presented to the employees. Due to the uncertainty of healthcare costs during the term of this Agreement, the Union and the Employer agree to meet between May 1, 2013 and April 30, 2014 to determine, jointly, any changes made.

Employees agree to contribute twenty dollars (\$20.00) per week, on a post-tax basis, through

weekly payroll deductions for the duration of this Agreement.

The Employer agrees to provide the Guardian/First Commonwealth Dual Choice Dental Plan DHMO and PPO. Should the employee's spouse have health and dental care coverage, the Employer will give fifty percent (50%) of the current Employer premiums back to the employee, to be divided equally per week. The employee must provide proof of their spouse's coverage to be entitled to the fifty percent (50%) monies.

Additionally, the Employer is to pay into the Central States, Southeast and Southwest Areas Pension Fund on behalf of all regular full time and casual employees covered by this Agreement, beginning on the employee's thirty-first (31st) day of employment, unless otherwise specified in Schedule "A" attached, a contribution of:

<u>Effective Date:</u>	<u>Weekly Contribution Amount:</u>
March 1, 2013	\$67.40
March 1, 2014	\$70.10
March 1, 2015	\$72.90
March 1, 2016	\$75.80
March 1, 2017	\$78.80

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

Contributions to the Employer's health and welfare program and to the pension fund must be made for each week on each regular employee, even though such employee may work only part time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Agreement and although contributions may be made for those weeks into some other health and welfare fund and/or pension funds.

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

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

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

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of its contribution to the Employer's

health and welfare program and/or pension fund, in accordance with the rules and regulations of the trustees of such funds and after the proper official of the Union shall have given ninety-six (96) hours' written notice to the Employer of such delinquency in the Employer's health and welfare program and pension fund payments, the Union shall have the right to take such action as it deems necessary, including the right to strike, until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

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

It is agreed that the welfare fund and the pension fund will be separately administered each jointly by employers and unions in compliance with all applicable laws and regulations both state and federal.

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

ARTICLE XVIII PENALTY CLAUSE

Non-payment of an Employer of wages, health and welfare, pension or any other monetary benefits contained in this Agreement for any reason whatsoever including failure of a customer or other contractor to pay its obligation shall not relieve the Employer from its obligation. In addition to any other remedies to which the parties may be entitled, such Employer shall be obligated to pay six percent (6%) per annum on the monies delinquent together with all expenses of litigation and/or collection, including, but not limited to attorney's fees.

ARTICLE XIX PAY PERIOD

All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held from a regular employee. The Union and Employer may, by mutual agreement, provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose, upon request of individual employees or Union representatives. The Employer agrees to distribute an employee's pay check when the employee has completed his/hor route on payday each week, provided, the employee has been authorized to leave for the day by their leadman.

ARTICLE XX BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory

**MIKE-SELL'S POTATO CHIPS
ACCOUNT NO.: 5423500-0108-00957-A**

LETTER OF UNDERSTANDING AND AGREEMENT

Effective October 17, 2012, the pension contribution rate will increase to \$182.20 per week, per employee.

MIKE-SELL'S POTATO CHIPS

LOCAL UNION NO. 957

By: Sharon K. Wille

By: Michael J. Maddeley

Title: Director, Human Resources

Title: Business Representative

Date: 2-12-09

Date: 02-12-09

AGREEMENT
BETWEEN
MIKE-SELL'S POTATO CHIP COMPANY OF DAYTON, OHIO
Sales / OTR
AND
TEAMSTERS LOCAL UNION NO. 957
GENERAL TRUCK DRIVERS, WAREHOUSEMEN, HELPERS, SALES
AND SERVICE AND CASINO EMPLOYEES

Effective November 17, 2008

Expiration November 17, 2012

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AGREEMENT

This Agreement, entered into by and between Mike-sell's Potato Chip Company of Dayton, Ohio, hereinafter referred to as the "Company", and Teamsters Local Union No. 957, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WITNESSETH

The Company and the Union, acting by their duly authorized agents, agree as follows with respect to wages, hours and other terms and conditions of employment of the employees of the Company in the bargaining unit hereinafter described.

ARTICLE I

RECOGNITION – UNION MEMBERSHIP

Section 1 The Company agrees to recognize and hereby does recognize the Union, its designated agents and representatives, its representative successors and/or assigns, as the sole and exclusive bargaining agent on behalf of all the employees of the Company in the following described bargaining unit: all Sales Drivers, and Extra Sales Drivers at the Company's Dayton Plant, Sales Division, and at the Company's Sales Branch in Cincinnati, Columbus, Greenville, Sabina and Springfield, Ohio and all over-the-road Drivers employed by the Company, but excluding all supervisors, security guards, and office clerical employees employed by the Company.

ARTICLE II

UNION MEMBERSHIP AND SECURITY

Section 1 The Employer agrees that as a condition of employment, on or after the thirtieth (30th) day following the beginning of such employment or the effective date of the Agreement, whichever is the later, all employees in the bargaining unit covered by this Agreement shall become and/or remain members of the Union within the limitations and subject to the

Family \$20 weekly

The annual deductible will be \$5,000 in year one of the agreement, \$5,500 in year two of the agreement, \$6,000 in year three of the agreement and \$6,500 in the final year of the agreement.

Employees retiring after January 1, 2009 will not be eligible for survivor medical benefits. Spouses will be offered COBRA upon the death of a retired Mike-sell's employee. Those currently participating in the Company's health care program as the survivor of a former Mike-sell's employee will be grandfathered. In no instance will a retiree or the spouse of a retiree be continued on the Company's retiree health plan after obtaining or qualifying for Medicare.

Weekly contributions are payable during each month preceding the month of desired coverage. Failure to make premium payments as required will result in the termination of insurance coverage.

The Company reserves the right to change insurance carriers or to self-insure these benefits and coverage.

ARTICLE XVIII
PENSION PLAN

Section 1 The Company agrees to participate in the Central States Southeast and Southwest Areas Pension Plan for the term of this Agreement.

Section 2 The Company's obligation to make contributions to said Pension Plan shall be governed by the following provisions:

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- (a) For all employees in the bargaining unit covered by the collective bargaining agreement with thirty (30) days or more of service, who work one (1) or more days in a given work week. Any day for which an employee receives compensation in accordance with the provisions of the collective bargaining agreement shall be considered the same as a day worked.
- (b) If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks.
- (c) If an employee is injured on-the-job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.
- (d) If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions in the Pension Fund during the period of absence.

Section 3 The Pension Fund shall be administered by a joint board of administration, with equal representation by both Union and management to be established for the purposes of providing pensions for all employees covered by this collective bargaining agreement.

Section 4 The said Pension Fund so established shall qualify under any appropriate sections of the Internal Revenue Code of 1954, so as to insure

that the Company's contributions thereto will be considered as ordinary business expense in the tax year in which payments are made. All documents incident thereto must be drawn to conform with all Federal and State Laws.

Section 5 In consideration of the provisions of Section Three (3) and Four (4) above being properly complied with, the Company agrees to sign and participate in an Agreement and Declaration of Trust establishing said Fund.

Section 6 (A) The Union, as bargaining agent for each of the employees of the Company covered by this Agreement, agrees, on behalf of each of said employee, who are now participants, or who may otherwise be entitled to become, at any future date, participants in any existing pension plan originally established by the Company, that each said employee, in consideration of the benefits to be received by him under the joint union-management pension plan to be established hereunder, does hereby withdraw from, and surrender, release and relinquish any and all rights, privilege and benefits in said Company's pension plan, and in any other existing privileges and benefits directly or indirectly related to said Company's plan, with the sole exception of his right to refunds of any contributions made by him to said plan with interest, if so provided thereunder.

Section 6 (B) The Union agrees to obtain from each of the said employees covered by this Agreement, and employed by the Company which has in effect an employer-established plan individual releases signed by each of said employees withdrawing from and relinquishing all of said employee's rights under said company's pension plan, effective as of midnight of the day preceding the date when the Company's contributions to the pension plan covered hereunder commences, as provided above.

The Company reserves the right to withhold the payments required to be made by it in accordance with this Section of the Agreement, as to any employee whose said withdrawal and release shall not have been delivered to his Company prior to the operative date of the pension plan herein contemplated when the Company's contribution to said pension plan commences.

Section 7 Contributions to the Fund for Class 17B benefits during the term of this Agreement will be as follows: Effective October 17, 2008 the pension contribution will be one hundred thirty-three dollars and ninety cents (\$133.90) per week, per employee. On October 17, 2009 the contribution will increase to one hundred forty four dollars and sixty cents (\$144.60) per week, per employee. On October 17, 2010 the contribution will increase to one hundred fifty six dollars and twenty cents (\$156.20) per week, per employee. Finally, on October 17, 2011 the contribution will increase to one hundred sixty eight dollars and seventy cents (\$168.70) per week, per employee.

The Company will establish a 401K program in which employees may participate and make tax-free contributions. (Commencing 1/1/2006).

ARTICLE XIX MANAGEMENTS RIGHTS

Section 1. Management of the plant and the direction of the working force, including the right to hire, promote, suspend for just cause, disciplining for just cause, discharge for just cause, transfer employees and to establish new job classifications, to relieve employees of duty because of lack of work or economic reasons, or other reasons beyond the control of the Company, the right to improve manufacturing methods, operations and conditions and distribution of its products, the right to maintain discipline and efficiency of employees is exclusively reserved to the Company. It is

AGREEMENT

BETWEEN

MIKE-SELL'S POTATO CHIP COMPANY OF DAYTON, OHIO

(WAREHOUSE)

And

TEAMSTERS LOCAL UNION NO. 957 GENERAL TRUCK DRIVERS, WAREHOUSEMEN,

HELPERS, SALES AND SERVICE AND CASINO EMPLOYEES

(UNION)

Effective October 26, 2008

Expiration October 26, 2012

RECEIVED
DEC 29 2008
CONTRACT
DEPARTMENT

AGREEMENT

This agreement, entered into by and between Mike-sell's Potato Chip Company of Dayton, Ohio, hereinafter referred to as the "Company" and Teamsters Local Union No. 957 General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees, hereinafter referred to as the "Union".

WITNESSETH

The Company and the Union, acting by their duly authorized agents, agree as follows with respect to wages, hours and other terms and conditions of employment of the Company in the bargaining unit hereinafter described.

ARTICLE I

RECOGNITION – UNION MEMBERSHIP

Section 1 The Company agrees to recognize and hereby does recognize the Union, its designated agents and representatives, its representative successors and/or assigns, as the sole and exclusive bargaining agent on behalf of all the employees of the Company in the following described bargaining unit: All warehousemen employed by the Company at its Dayton, Ohio facility, excluding all supervisors, security guards, and office clerical employees employed by the Company and all other employees.

ARTICLE II

UNION MEMBERSHIP AND SECURITY

Section 1 The Company agrees that as a condition of employment, on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this agreement, whichever is later, all employees in the bargaining unit covered by this Agreement shall become and/or remain members of the Union within the limitations and subject to the conditions set forth in Section 8(a)(3) of the National Labor Relations Act, as heretofore or hereinafter amended.

Section 2 The Company agrees that when it needs additional employees in the bargaining unit, it shall make a reasonable attempt to contact the Union in order to obtain additional employees to fill such positions. However, the Company shall not be required to hire those individuals referred by the Union.

Section 3 The Company agrees to notify the Union of the employment of new employees within seven (7) days of their date of employment.

Section 4 A new employee shall be on a trial basis and shall be subject to discharge at the discretion of the Company, up to a total maximum of sixty (60) days from the initiation date of employment; provided, however, that the Company may not discharge or discipline such new employee for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) days, as provided above, the employee shall be placed on the regular seniority list. A thirty (30) day extension may be provided with the approval of the Company and the Union.

All employees will be offered COBRA at the expiration of Company health coverage as required by law. Weeks in which the Company provides continued coverage will be counted against the COBRA period.

*Employee must continue weekly contributions.

Section 6 The Company agrees that during the term of the Agreement current retirees of the Company who were formerly covered by a collective bargaining agreement between the Company and Local 957 and who were as of March 28, 2004 receiving retiree health insurance benefits under the union plan (a list of whom are attached under Exhibit C) shall be allowed to elect to participate in the Company's Health Savings Plan. Current members of the bargaining unit who retire during the term of this agreement and had participated in Mike-sell's Health Savings Plan prior to retirement shall be offered COBRA.

The Company shall provide participating retirees such covered services and coverage amounts as are reflected in Exhibit D of the Agreement. Such benefits shall be subject to the complete eligibility criteria, restrictions, and other requirements as described in the group medical plan and summary plan description applicable to Mike-sell's Retirees. Eligible retirees must enroll during the open enrollment period and must pay the ten dollars (\$10.00) per week for a single plan and twenty dollars (\$20.00) per week for a family plan. The annual deductible for either plan, single or family, will be five-thousand dollars (\$5,000) in year one of the contract. In year two it will increase to \$5,500, in year three it will increase to \$6,000 and in year four it will be \$6,500.

Monthly contributions are payable during each month prior to the month of desired coverage. Failure to make premium payments as required will result in the termination of insurance coverage.

Section 7 The Company and Union agree to reopen the Health and Welfare provision of the agreement if any laws are enacted that may change the Health and Welfare provisions herein.

ARTICLE XV

PENSION PLAN

Section 1 The Company agrees to participate in the Central States Southeast and Southwest Areas Pension Plan for the term of this Agreement.

Section 2 The Company's obligation to make contributions to said Pension Plan shall be governed by the following provisions:

- (a) For all employees in the bargaining unit covered by the collective bargaining agreement with thirty (30) days or more of service, who work one (1) or more days in a given work week. Any day for which an employee receives compensation in accordance with the provisions of the collective bargaining agreement shall be considered the same as a day worked.
- (b) If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks.

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DEC 29 2008

CONTRACT
DEPARTMENT

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

Section 3 The Pension Fund shall be administered by a joint board of administration, with equal representation by both Union and Management to be established for the purposes of providing pensions for all employees covered by this collective bargaining agreement.

Section 4 The said Pension Fund so established shall qualify under any appropriate sections of the Internal Revenue Code of 1954, so as to insure that the Company's contributions thereto will be considered as ordinary business expense in the tax year in which the payments are made. All documents incidental thereto must be drawn to conform to all Federal and State Laws.

Section 5 In consideration of the provisions of Section Three (3) and Four (4) above being properly complied with, the Company agrees to sign and participate in an Agreement and Declaration of Trust establishing said Fund.

Section 6 (A) The Union, as bargaining agent for each of the employees of the Company covered by this Agreement, agrees on behalf of each said employee who are now participants or who may otherwise be entitled to become, at any future date, participants in any existing pension plan originally established by the Company, that each of said employees, in consideration of the benefits to be received by him under the joint union-management pension plan to be established hereunder, does hereby withdraw from, and surrender, release and relinquish any and all rights, privileges and benefits in said Company's pension plan, and in any other existing privileges and benefits directly or indirectly related to said Company's pension plan, with the sole exception of his right to refunds of any contributions made by him to the plan with interest, if so provided under the plan.

Section 6 (B) The Union agrees to obtain from each of the said employees covered by this Agreement, and employed by the Company which has in effect an employer-established plan individual releases signed by each of said employees withdrawing from and relinquishing all of said employee's rights under said Company's pension plan, effective as of midnight of the day preceding the date when the Company's contributions to the pension plan covered hereunder commences, as provided above.

The Company reserves the right to withhold the payments required to be made by it in accordance with this Section of the Agreement, as to any employee whose signed withdrawal and release shall not have been delivered to his Company prior to the operative date of the pension plan herein contemplated when the Company's distribution to said pension plan commences.

Section 7 Effective October 26, 2008, contributions to the Fund will be as follows:

1st year - \$91.80 per week

2nd year - \$99.10 per week

3rd year - \$107.00 per week

4th year - \$115.60 per week

ARTICLE XVI

SEVERANCE OF EMPLOYMENT

Section 1 Any employee who wishes to resign his employment with the Company must give two (2) week's notice of the effective date of such resignation. In such event, the employee shall receive all money due him on his last day of employment, including but not limited to, all accrued but unused vacation.

Section 2 The Company shall not discharge or suspend without just cause, but in respect to discharge or suspension, no member shall be discharged or taken out of service by the Company except for dishonesty, being under the influence of intoxicating beverages, drugs (verifiable by sobriety or blood test), possession of firearm or other weapon on duty, or fighting, without first being given a hearing by the Company. At such hearing, an officer of the Local Union shall be present, and if a decision has been reached, it shall be final and binding on both parties.

When an employee is immediately taken out of service without a warning notice, the Company and the Local Union will meet to determine the employee's future status. Any employee may request an investigation as to his discharge within five (5) days and should such investigation prove that an injustice has been done an employee, they shall be reinstated with full back pay.

Section 3 Disciplinary action as herein provided shall not remain in the personnel file of any employee for a period of more than twelve (12) months from the time of such disciplinary action. After said twelve (12) month period of time, the disciplinary action shall be removed from the personnel file of the employee and not used by the Company for any purpose thereafter.

Section 4 When an employee resigns or retires, he shall receive on the normal pay day, all money due him and any vacation earned but not used through December of the previous year plus the pro-rated amount of weeks earned through retirement date.

ARTICLE XVII

SENIORITY

Section 1 Seniority is defined as the length of an employee's most recent period of service with the Company beginning with the last day the employee began work as a full-time bargaining unit employee of the Company. Seniority shall be the basis for all work covered by this Agreement.

Section 2 An employee shall be considered to be on probation and shall not be entitled to any seniority rights until said employee has been continuously employed by the Company for a period of sixty (60) days or agreed to extension seniority commencing with date of hire.

Section 3 An employee will lose his seniority under the following circumstances:

Letter of Understanding

The following positions were removed from the Collective Bargaining Agreement during 2014 negotiations:

- Maintenance Technician
- Converter-Dryer Operator
- Warehouse Operator
- Floater
- Mixing
- Fork Lift
- Packer
- General Labor
- Sanitation

The positions still exist, however, in the form of bid jobs, and therefore employees holding those bids are covered under the CBA.

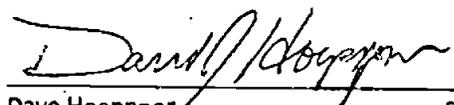
The employer shall contribute to the Central States Pension Fund at the following weekly rates:

<u>Effective Date</u>	<u>Rate</u>
March 1, 2014	\$116.30
March 1, 2015	\$121.00
March 1, 2016	\$125.80

The rates were entered into the CBA incorrectly.



Brian P. Rea 11-24-14
Date
Director, Labor and Employee Relations
Land O'Lakes, Inc.



Dave Hoepfner 11-25-14
Date
Business Agent
General Teamsters Local 662

LABOR AGREEMENT

MILK PRODUCTS, LLC
CHILTON, WISCONSIN

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL NO. 662 AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

March 1, 2014 to February 28, 2017

RECEIVED

JUN 03 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement is made and entered into by and between Milk Products, LLC, Chilton, Wisconsin, hereinafter designated as the "Company", and Teamsters, Chauffeurs, Warehousemen and Helpers, Local No. 662 affiliated with the International Brotherhood of Teamsters, hereinafter designated as the "Union".

SECTION 1 - GENERAL PURPOSE

- 1.1 The general purpose of this Agreement is in the interest of the Company and the Union to provide for the operation of Milk Products, LLC at Chilton, Wisconsin, under methods which will further, to the fullest extent possible, the safety of employees, economy of operation, quality and quantity of output, cleanliness of the plant and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union to cooperate fully for the advancement of said conditions. All employees are required to sign the Milk Products, LLC Invention and Trade Secret Agreement.

SECTION 2 - RECOGNITION

- 2.1 The Company recognizes the Union as the sole collective bargaining representatives for all its production and maintenance employees at the Milk Products, LLC plant at Chilton, Wisconsin, but specifically excluding managerial and supervisory employees, clerical employees, quality control and professional employees and guards.

SECTION 3 - UNION SECURITY

- 3.1 As a condition of continued employment, all persons who are hereafter employed by the Company in the units subject to this Agreement shall become members of the Union not later than the thirty-first (31st) calendar day following the beginning of their employment or the effective date of this Agreement, whichever is the later. The continued employment by the Company in said units of employees who are already members of the Union shall be conditioned upon those persons maintaining their membership in the Union; and the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) calendar day following the execution of this Agreement. The Company will notify the in-plant union representative when a new employee has reached the thirty-first (31st) calendar day following their date of hire after which the employee must join the Union.

- 22.4 The Company shall provide the Company's share of the weekly premium for an employee who is absent because of non-occupational illness or accident for the month in which the absence occurred and for a period of six (6) months following the month in which the absence occurred.
- 22.5 The Company shall provide the Company's share of the weekly premium for an employee who is absent because of occupational illness or accident until one of the following occurs:
- a) the case is settled;
 - b) the employee takes employment elsewhere;
 - c) the absence exceeds two (2) years.
- 22.6 If an employee is granted a leave of absence and desires to have insurance coverage continued, the employee is allowed to make payment for health coverage if they qualify according to COBRA rule and regulations. The employee must contact Central States directly to make these arrangements.

SECTION 23 - PENSIONS

- 23.1 Effective March 1, 2007, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of sixty-nine dollars (\$69.00) per week, plus the Company's maximum obligation toward Fund required surcharge for a total weekly premium as follows:
- o Effective March 1, 2014, one hundred eleven dollars and eighty cents (\$111.80) per week.
 - o Effective March 1, 2015, one hundred sixteen dollars and thirty cents (\$116.30) per week.
 - o Effective March 1, 2016, one hundred twenty one dollars (\$121.00) per week.
 - o The Company shall contribute the above amounts for each employee who has been on the payroll for thirty (30) calendar days.
- 23.2 Contributions shall be paid for any period an employee is entitled to receive compensation, including show-up pay, overtime pay, holiday pay, disability or illness pay (subject to limitations addressed herein), or severance pay, vacation pay, or the payment of wages for any other reason. If an employee is absent due to a non-occupational illness or off

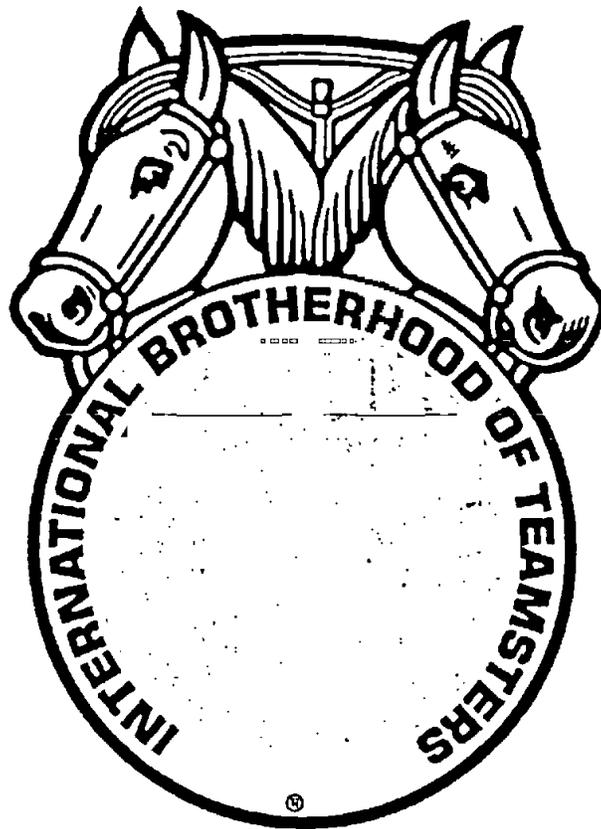
the job injury, the Company shall continue to pay contributions for a period of four (4) weeks.

- 23.3 If an employee is absent due to occupational illness or injury, the Company shall continue to pay contributions until such time as the employee returns to work; however, such contributions shall not be paid for a period of more than twenty-six (26) weeks.
- 23.4 An employee on a leave of absence desiring to have contributions continued must pay the Company the applicable rate per week in advance, and the Company will forward this sum to the Pension fund.
- 23.5 In the event that an individual employed on a part-time, casual, seasonal, extra, or temporary basis works one-thousand (1,000) hours or more in a twelve (12) month period, the employee will be considered a covered employee for purposes of participation in the Central States Pension Fund and all hours worked by the employee thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required for full-time employees.
- 23.6 It is mutually understood that all of the Company contributions as provided herein shall be deductible from gross income as provided in the Internal Revenue Code.

SECTION 24 - SICK LEAVE

- 24.1 Employees who have been actively employed for two (2) consecutive calendar months shall begin to accumulate sick leave benefits at the rate of eight (8) hours per month, up to a maximum of one hundred seventy six (176) hours. For this purpose, a month shall be considered as any month in which the employee actively works more than 88 hours in that month. New employees hired after March 1, 2010 and after being actively employed for two (2) consecutive calendar months, shall begin to accumulate sick leave benefits at the rate of four (4) hours per month, up to a maximum of forty-eight (48) hours per year. For this purpose, a month shall be considered as any month the employee actively works more than 88 hours in that month. For employees hired after January 1, 2010, sick leave earned, but not used will be paid out in January of the following year at the employee's straight-time hourly rate of pay.
- 24.2 Employees shall be eligible for sick leave pay beginning with the first (1st) full day of absence on a scheduled workday due to sickness or accident.

MILLER TRANSPORTERS, INC
AND
TEAMSTERS LOCAL UNION NO. 371



EFFECTIVE MAY 01, 2014
THROUGH APRIL 30, 2017

RECEIVED

MAY 19 2014

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT is made this 1st day of May, 2014 by and between TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 371, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union") and Miller Transporters, INC. of Jackson, MS. (hereinafter referred to as the "Company" or as the "Employer") for the bargaining unit in Albany, Illinois.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation is sold, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser of the operation covered by this Agreement. Such notice shall be in writing with a copy to the Union not later than the consummation date of the sale or, if earlier, the effective date of the sale.

Should the present business operation covering the employment of all the members in the bargaining unit be moved to a new location, the same shall continue to be covered by the terms of this Agreement for the life thereof.

ARTICLE 1- RECOGNITION AND CHECK-OFF

Section 1

The Company recognizes the Union as the sole and exclusive bargaining agent for the employees covered by this Agreement which are all truck drivers and shop employees working at the Company's Albany, Illinois Terminal, but excluding all clerical employees, dispatchers, salesmen, guards and supervisors as defined in the National Labor Relations Acts.

The Company agrees that it will not sponsor or promote, financially or otherwise, any labor organization for the purpose of undermining the Union, nor will it interfere with, restrain, coerce, or discriminate against any of its employees' in connection with their Union membership. No employee or representative of the Union shall make anti-Company statements during the term of this Contract.

Section 1.1

The execution of this agreement on the part of the Employer shall cover all truck drivers and shop employees employed by the Employer and who are working at the Albany, IL terminal.

The word "driver" or "employee" as used in this agreement shall mean the employees of the Employer who operate vehicles in the transportation of liquids, chemicals (liquid or dry) or similar products in bulk and who are employed directly by the Employer within the jurisdiction of Local 371. This agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with another Union, or to those employees who have not designated Local 371 as their collective bargaining agent.

The contribution rates specified above are maximum rates. In the event the rate eventually adopted by the Trustees for the Benefit Plan is less than the rate specified above, the employer shall only be required to pay the rate adopted by the Trustees. The trust agreement of Central States, Southeast and Southwest Areas Health and Welfare Fund is incorporated into this agreement and the Employer agrees to be bound by that agreement. Contributions shall be paid on behalf of each full-time employee covered by the collective bargaining agreement, for each contribution period such employee is entitled to receive compensation, including show-up pay, overtime pay, holiday pay, disability or illness pay, lay-off or severance pay, vacation pay, or the payment of wages for any other reason. Employees working twenty hours (20) per week or less shall be considered part-time employees and not be included in the Health and Welfare Plan.

Section 2

If an employee is absent because of proven illness or proven off-the-job injury and notifies the Employer of such absence, the Employer shall continue coverage for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue coverage until such employee's return to work; however, such contributions shall not be in force for a period of more than twelve (12) months.

Section 3 If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required coverage contributions during the period of absence or benefits will cease.

Section 4

If the Company changes Plans, the benefits will be no less than the Plan benefit outlined at the signing of this Agreement unless agreed to by the Local Union.

Section 5

For all employees covered by this plan, there shall be a weekly contribution deducted from the employee's payroll representing the employee's portion of the total plan cost.

EFFECTIVE:

<u>05/01/2014</u>	<u>05/01/2015</u>	<u>05/01/2016</u>
\$12.50/week	\$15.00/week	\$17.50/week

ARTICLE 31 – PENSIONS

Section 1

Miller Transporters shall contribute to the Central States, Southeast and Southwest Areas Pension Fund per week per employee during the following years.

EFFECTIVE:

<u>02/01/2014</u>	<u>02/01/2015</u>	<u>02/01/2016</u>	<u>02/01/2017</u>
\$72.60/week	\$77.00/week	\$80.10/week	\$83.30/week

These contributions will be paid on full-time either working employees or employees receiving compensation who have retained their seniority.

Section 2

If an employee is absent because of illness or off-the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If the employee is injured on the job, the Employer shall continue to pay the required contributions until such employee's return to work; however, such contributions shall not be in force for a period of more than thirteen (13) weeks.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required coverage contributions during the period of absence or benefits will cease.

Section 3

Company recognizes and accepts the authority of the Trustees to administer the above-named Fund in accordance with the Trust Agreement under which such Trustees have been appointed and are acting, and the rules and regulations adopted by them.

The Company shall not be responsible in any way for proper administration of said Pension Fund.

ARTICLE 32 - PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action or permanent replacement, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business, as long as the picket line is a legal one.

ARTICLE 33 - SUBCONTRACTING

The Employer agrees to refrain from using the services of any person who does not observe the wages established by labor unions having jurisdiction over the type of services performed.

Provided equipment is available at the terminal, the Company shall not lay off truck-drivers that have established seniority and replace them with leased equipment

MILLER TRANSPORTERS INC.

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of all employees performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for 60 calendar days.

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

Miller Transporters, Inc.

Teamsters Local Union #371

By. David Ammer

By. [Signature]

Title. VP Operations

Title. Secy - TREAS.

Date. 5-9-2014

Date. 5-12-2014

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MAY 19 2014

**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

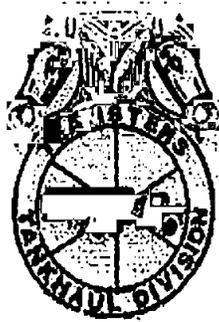
By and Between

MILLER TRANSPORTERS, INC.



And

TEAMSTERS



LOCAL UNION NOS.

568, 878, 891, 984, & 991

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

FEBRUARY 1, 2012

Thru

JANUARY 31, 2017

RECEIVED

MAY 21 2012

CONTRACT
DEPARTMENT

THIS AGREEMENT, is made this 1st day of February, 2012, by and between MILLER TRANSPORTERS, INC., hereinafter referred to as the "Employer" and the SOUTHERN REGION OF TEAMSTERS AND LOCAL UNION NOS. 568, 878, 891, 984 and 991 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1

Scope of Agreement

Section 1.1 Operations Covered

The execution of this Agreement on the part of the Employer shall cover all Truck Drivers, Maintenance and Service employees employed by the Employer may be presently or hereafter represented by the Union, engaged in the transportation of liquids, chemicals (liquid or dry), or similar products in bulk.

Section 1.2 Employees Covered

- (a) The Drivers and Maintenance and Service employees shall constitute one bargaining unit.
- (b) The word "driver" or "employee" as used in this Agreement shall mean the employees of the Employer who operate vehicles in the transportation of liquids, chemicals (liquid or dry), or similar products in bulk and who are employed directly by the Employer within the jurisdiction of the Unions referred to above. This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement, or to those employees who have not designated a signatory Union as their collective bargaining agent. At such time a majority of such employees in an appropriate bargaining unit designate, as evidenced by a card check, a signatory Union as their collective bargaining agent, they shall automatically be covered by this Agreement and applicable Supplemental Agreements.
- (c) Whenever any words herein appear in the masculine, they shall be construed as though they appeared in the feminine except where the contract clearly requires otherwise.

Section 1.3 Transfer of Company Title or Interest

This Agreement and the Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

On the sale, transfer or lease of an individual run or runs, or rights only, the specific provisions of this Agreement, excluding riders or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof, including rights only. Such notice shall be in writing, with a copy to the Local Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described.

The Local Union shall also be advised of the exact nature of the transaction not including financial details. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result or such failure to require assumption of

Contributions to the fund must be made for each week on each regular or extra employee though such employee may only work part time under the provisions of this agreement, including weeks where work is performed for the employer but not under the provisions of this agreement, and, although contributions may be made for those weeks into some other Health and Welfare Fund. Employees, who work either temporarily or in cases of emergency under the terms of this agreement shall not be covered by the provisions of this paragraph.

Actions for delinquent Health and Welfare and Pension contributions may be instituted by the Local Union, the Area Region or Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

For those employees who meet and maintain the eligibility requirements for Central States R4 coverage and who retire under the term of this agreement, the contribution rate shall be the C.O.B.R.A self-payment rate, as determined by the Board of Trustees of the fund. For those employees who retired under the Blue Cross plan who met and maintained eligibility requirements for Central States plan R4 coverage, contribution shall be the C.O.B.R.A self payment rate.

The Employer, by mutual agreement with the Union, may secure and put into effect a private health and welfare plan at the employer's expense.

Article 31 "only" to be reopened January 2014 to negotiate Health and Welfare for years 2015 and 2016.

ARTICLE 32 PENSIONS

The Employer agrees to pay a pension contribution in accordance with this Agreement.

Section 32.1 Pension

Effective February 1, 2012 the employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the amounts shown below for each employee covered by this Agreement who has been on the payroll 90 days or more.

2/1/2012	\$132.30
2/1/2013	\$137.60
2/1/2014	\$143.10
2/1/2015	\$148.80
2/1/2016	\$154.80

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

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

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

contributions for a period of four (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Action for delinquent Pension contributions may be instituted by the Local Union, the Area Region or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

ARTICLE 33 JURY DUTY

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

ARTICLE 34 FUNERAL LEAVE

Section 34.1 Allowance

In case of death in the immediate family of an employee, time off will be allowed, up to a maximum of three (3) days. The employee involved will be paid eight (8) hours at the hourly rate per day, subject to Section 34.2 herein.

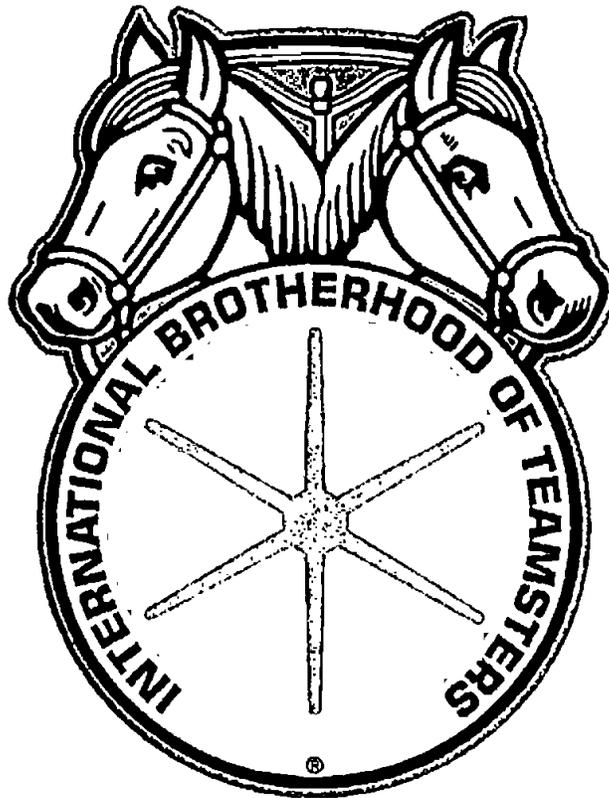
Section 34.2 Qualifications

- (a) No pay allowance shall be granted in the case where because of distance or for other causes, the employee does not attend the funeral of the deceased.
- (b) Employees may be required to verify attendance at the funeral.
- (c) Death in the immediate family shall be limited to the death of a father, mother, father-in-law, mother-in-law, current spouse, husband, sister or brother, son or daughter of the Employee.
- (d) No pay allowance shall be granted when the Employee is on leave of absence, vacation, bona fide layoff, holiday, workmen's compensation, or jury duty.

ARTICLE 35 WAGES AND HOURS OF WORK FOR SHOPS MAINTENANCE AND

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



TEAMSTERS "GENERAL" LOCAL UNION NO. 200

AND

MILLWORK DISTRIBUTORS, INC.

May 1, 2014 thru April 30, 2017

RECEIVED

SEP 18 2014

**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

This Agreement made and entered into by and between Millwork Distributors, Inc., hereinafter referred to as the "Employer," and Teamsters "General" Local Union No. 200, hereinafter referred to as the "Union."

ARTICLE I. UNION RECOGNITION

Section 1. The Union shall be the sole collective bargaining representative for all full and part-time truck drivers of the Employer. This provision shall apply to all present and subsequently acquired operations and terminals of the Employer. This provision shall not apply to wholly-owned and "wholly independently operated" means, among other things, that there shall be no interchange of freight, equipment or personnel, or common use, in whole or in part of equipment, terminals, property, or state of ICC rights.

The exception set forth above shall not apply to accretions to the collective bargaining unit.

The provisions of this Agreement shall apply to all accretions to the bargaining unit including, but not limited to, newly established or acquired terminals, consolidations or terminals, etc.

Notwithstanding the foregoing paragraphs, the provisions of this Agreement shall be applied, without evidence of Union representation of the employees involved, to all subsequent addition to, and extensions of, current operations which adjoin and are controlled and utilized as part of such current operation, and newly established terminals and consolidations of terminals which are controlled and utilized as part such current operation.

Section 2. The Employer has the right of employing all new employees. New employees, during the first sixty (60) calendar day period of employment, shall be considered as probationary employees subject to the sole judgment of the Employer, as to their retention or dismissal.

Section 3. The Employer agrees that all employees who are members of the Union shall remain members of the Union. All presently eligible employees who are not members of the Union, and all eligible employees who are hired hereafter shall, on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this ARTICLE, whichever is the later, become and remain members in good standing of the Union as a condition of employment.

Section 4. The Company will, for those employees who desire it, deduct the monthly dues as now approved by the International Union from the employee's first pay check of each month. Employees shall signify their desire for said deduction by an individual authorization card signed by the employee. Said deduction shall continue for the life of this Agreement and shall endure from year to year thereafter, provided that at

safe by the mechanical department.

Section 4. The Employer shall provide \$150.00 per contract year for safety equipment and work clothing, i.e., boots, gloves, jeans. Employees are required to maintain a cellular phone and the Employer shall pay each employee, by separate check, \$40.00 per month, in addition to a one-time Bluetooth reimbursement of \$50.00.

Section 5. The Employer shall provide differential locks on all acquired equipment after May 1, 2011.

Section 6. No animals or tobacco products are allowed in or to be used in Company vehicles.

ARTICLE 19. PENSION PLAN

Section 1. The present 401-K program will be replaced with the Central States, Southeast and Southwest Areas Pension Fund to become effective June 1, 1995; therefore, there will no longer be Company contributions made towards the previous 401-K plan.

Section 2. The Employer shall contribute One Hundred Seven Dollars and Forty Cents (\$107.40) per week effective May 1, 2014, One Hundred Thirteen Dollars and Eighty Cents (\$113.80) per week effective May 1, 2015, and One Hundred Eighteen Dollars and Forty Cents (\$118.40) per week effective May 1, 2016 to the Central States, Southeast and Southwest Areas Pension Fund for each full-time or part-time employee covered by this Agreement who has been on the payroll thirty (30) days or more, and who performed any work in a week or receives pay in a week provided by a fringe benefit; such as, vacation, holiday, funeral leave or jury duty.

Section 3. By the execution of this Agreement, the Company agrees to become a party to, and be bound by the terms of, an already established Trust Agreement currently administering said Pension Fund, and further agrees to recognize the Employer's Trustees already designed under the Trust Agreement, and to waive all notices required thereunder, and ratify all actions already taken or to be taken by said Trustees within the scope of their authority.

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

Section 5. Action for delinquent contributions may be instituted by the Local Union, the Area Conference of the Trustees. Employers who are delinquent must also pay all attorney

fees and costs of collection.

Section 6. Teamsters-National 401(K) Savings Plan. The Employer hereby agrees to participate in the Teamsters-National 401(K) Savings Plan ("the Plan") on behalf of all employees represented for the purpose of collective bargaining under this Agreement. The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward with held sum to MassMutual or its successor at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust"). The Employer will execute a Participation Agreement with Local 200 and the trustees of the Plan evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan. In addition, the Employer agrees to require the payroll system to provide separate paycheck deductions so that the Plan may allow participant loans. The Employer further agrees, at such times as it is administratively feasible, to require the payroll system to provide separate paycheck deductions so that the Plan may allow after-tax contributions.

ARTICLE 20. FUNERAL LEAVE

Section 1. In the event of a death in the family, regular employees will receive up to three (3) days off with pay to actually make arrangements for and attend the funeral, provided that the funeral occurs within the employee's regularly scheduled workweek.

Section 2. The employee's family for the purpose of the above paragraph shall mean father, mother, spouse, brother, sister, son or daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, and grandparent of employee and spouse. Step-fathers, step-mothers, step-brothers, step-sisters, step-sons and step-daughters shall be treated the same as natural relations.

Section 3. The employee must be prepared to show proof of attendance at such funeral if the Employer requests such proof.

ARTICLE 21. JURY DUTY

Section 1. The Employer agrees that employees covered by this Agreement shall receive the difference between jury pay and eight (8) hours' pay per day for each day they are required to perform jury duty. The employee must show proof that they were performing jury duty. If the employee is relieved from jury duty prior to 12:00 noon, he shall report for work.

ARTICLE 22. AIR-CONDITIONING

Section 1. All trucks shall be equipped with air-conditioning and power steering.

AGREEMENT BETWEEN
TEAMSTERS TRUCK DRIVERS LOCAL UNION NO.
407



AND
MINNEAPOLIS FLOUR COMPANY
NOVEMBER 24, 2014 - NOVEMBER 23, 2016
RECEIVED

MAR 23 2015

CONTRACT
DEPARTMENT

AGREEMENT BETWEEN

TEAMSTERS TRUCK DRIVERS UNION, LOCAL NO. 407
AND
MINNEAPOLIS FLOUR COMPANY

NOVEMBER 24, 2014 - NOVEMBER 23, 2016

THIS AGREEMENT, made and entered into by and between the MINNEAPOLIS FLOUR COMPANY (hereinafter referred to as the Employer), party of the first part, and TRUCK DRIVERS UNION, LOCAL NO. 407 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTER, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the Local), party of the second part

Teamsters Truck Drivers Union, Local 407 and Minneapolis Flour agree to a two (2) year contract effective November 24, 2014 and shall continue in effect through November 23, 2016.

The Local is a voluntary organization composed of persons employed in the meat and grocery industry as truck drivers, helpers, platform men and freight handlers, some of whom are employed by the Employer.

And, the above parties desire to stabilize employment in the said industry, to agree upon wage rates, standards conditions of employment, and to eliminate strikes, lockouts, boycotts, stoppages of work and other forms of industrial disturbances, and do further desire to regulate the mutual relationship between the Employer and the employees of the Employer with a view of securing harmonious cooperation between them and with the further view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes, and with the further view of insuring economic, systematic and undisturbed freight transportation for the shipping public under the rules and regulations of the Department of Transportation, Interstate Commerce Commission, and the Public Utilities Commission of Ohio, and/or any other State or Federal governing body.

Section 4. BOARD OF TRUSTEES

The Fund shall be governed and regulated by the Trustees hereunder.

ARTICLE XXIX

The company will make weekly contributions on behalf of all employees (except casuals employees, discussed below) to the Central States Southeast and Southwest Area's Pension Fund in accordance to the minimum rates set forth by the fund. In accordance with those rates Minneapolis Flour's current weekly obligation to Central States Southeast and Southwest Area's Pension Fund is:

Effective August 6, 2014.....	\$290.90
Effective August 6, 2015.....	\$302.50
Effective August 6, 2016.....	\$314.60

The company will make daily contributions on behalf of each casual employee to the Central States Southeast and Southwest Area's Pension Fund in accordance to the minimum rates set forth by the Fund. In accordance with those rates Minneapolis Flour's obligation to Central States Southeast and Southwest Area Pension Fund is:

Effective August 6, 2014.....	\$59.60
Effective August 6, 2015.....	\$62.00
Effective August 6, 2016.....	\$64.50

Daily contributions are limited to a maximum of five (5) days per week. The daily contribution rate for each day worked by each casual employee shall be set forth above.

(b) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to pay the required contributions for the period of eight (8) weeks from the commencement date of the absence. If an employee is absent due to on-the-job injury, the Employer shall continue to pay the required contributions for a period of fifty-two (52) weeks from the commencement date of the absence. (If an employee is absent due to layoff, the Employer shall continue to pay the required contributions for the period of four (4) weeks from the commencement day of the absence.)

ARTICLE XXX

Section 1. DISPUTES, GRIEVANCES AND ARBITRATION

Any grievance by any employee or any Employer under this Contract may become the subject of conference and negotiation between the said Employer and employee directly. In the event same cannot thus be adjusted, it shall then become a matter of negotiation between the Employer and employee in conference with the representatives of said Local Union No. 407.

fu

ORIGINAL

AGREEMENT

MIRACLE SUPPLY COMPANY

and

TEAMSTERS LOCAL NO. 600

June 1, 2011 through May 31, 2016

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JUL 18 2011

CONTRACT
DEPARTMENT

AGREEMENT

MIRACLE SUPPLY COMPANY AND TEAMSTERS LOCAL UNION NO. 600

THIS AGREEMENT, dated the 1st day of June, 2011, by and between the MIRACLE SUPPLY COMPANY or its successors, located in Cape Girardeau, Missouri, hereinafter called the "Company", party of the First Part, and LOCAL UNION NO. 600, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, party of the Second Part, hereinafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I - RECOGNITION

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

Section 2. The term "Employee" as used in this Agreement shall include all chauffeurs and regular helpers, but excluding Executives, Supervisors, Office, Professional Employees, Guards and all employees covered by other unions.

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

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

Section 5. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Company in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Company, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union

ARTICLE XVII - PENSION

Effective June 1, 2011, the Company shall contribute to the Pension Fund the sum of One Hundred Eighty-Four Dollars and Thirty Cents (\$184.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2012, this contribution shall be increased to One Hundred Ninety-Three Dollars and Fifty Cents (\$193.50) per week per employee. Effective June 1, 2013 this contribution shall be increased to Two Hundred One Dollars and Twenty Cents (\$201.20) per week per employee. Effective June 1, 2014 this contribution shall be increased to Two Hundred Nine Dollars and Twenty Cents (\$209.20) per week per employee. Effective June 1, 2015, this contribution shall be increased to Two Hundred Seventeen Dollars and Sixty Cents (\$217.60) per week per employee.

Also effective June 1, 2015, the employee shall pay one-half (1/2) of the Eight Dollars and Forty Cents (\$8.40) increase in the weekly contribution (that is, Four Dollars and Twenty Cents (\$4.20)) through payroll deduction.

These contributions shall be made for any payroll week during which the employee receives payment from the Employer for either wages, show-up time, vacation time or holiday pay.

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. When an employee is on lay off the Employer shall continue to make payments for the Pension Program for the balance of the month during which the employee is laid off.

Prompt payments into this Fund are imperative and shall be made immediately after the end of each month. Any Employer failing to remit accrued contributions within three (3) weeks after they are due shall be considered as having violated this Agreement and shall be subject to suit or strike, anything to the contrary elsewhere in this Agreement notwithstanding. In the event suit is filed, and in addition to contributions due, the Employer agrees to pay the cost and expenses incurred, including court costs and reasonable attorney fees as agreed between the parties or as shall be approved by the Court.

ST. LOUIS PLUMBING SUPPLY INDUSTRY

and

TEAMSTERS UNION LOCAL 688

June 1, 2011

thru

May 31, 2016

COVERS THE FOLLOWING:

ATLAS SUPPLY COMPANY, INC.

MIRACLE SUPPLY COMPANY

RECEIVED

JUN 21 2011

**CONTRACT
DEPARTMENT**

AGREEMENT

This AGREEMENT, made as of the 1st day of June, 2011 by and between the ST. LOUIS PLUMBING SUPPLY INDUSTRY, on behalf of its members who are listed on the signature page, and these Company's successors, all located in St. Louis, Missouri, and individually called "Company", Party of the First Part . . ." and Warehouse and Distribution Workers' Union TEAMSTERS LOCAL UNION NO. 688, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or their successors, Party of the Second Part, hereinafter referred to as the "Union", is for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE 1

RECOGNITION

Section 1: The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive bargaining agency with respect to hours, wages and working conditions, for all of the employees of the Employer as defined in the following section:

Section 2: The term "Employee" as used in this agreement shall include all persons engaged in handling materials, but EXCLUDING all other employees such as Clerical Workers, truck Drivers, Janitors, Salesman, and Supervisors as defined in the National Labor Relations Act, as amended.

(a) The Term "Manager" as used herein shall refer to the major executive in the Employer's establishment in which this Bargaining Unit is located and the term "Superintendent" shall refer to his representative, if any, in charge of operations in the Bargaining Unit.

Section 3: The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its employees in the Bargaining Unit covered hereby unless it be through duly authorized representatives of the Union. The Employer agrees that it will not sponsor or promote, financially or otherwise, any labor group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any employee in connection with his membership in the Union.

ARTICLE 2

UNION SECURITY CLAUSE

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the Unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment; that the continued employment by the Employer in said Unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union, and that the continued employment of persons who were in the employ of the

On these holidays, or the day observed as such by the Nation, employees on normal work schedule shall be paid a holiday allowance just as though a regular eight (8) hour's work had been performed, even though no work may be performed by an employee on such holiday. However, when an employee is required to work on such holiday, he shall be paid for such work at his regular rate of pay in addition to the holiday allowance.

Any regular employee who is laid off through no fault of his own, within five (5) days before a designated holiday, shall be paid for such holiday.

ARTICLE 24

MEDICAL INSURANCE

Section 1: Atlas Supply Company, Inc. shall provide, and Miracle Supply Company shall continue to provide, the same medical insurance for bargaining-unit employees as is provided to non-bargaining unit employees. Pre-existing conditions shall be covered upon entry into the medical insurance plan.

The annual deductible (in-network only) shall be as follows:

	<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
Individual	\$500	\$750	\$1,000	\$1,000	\$1,250
Family	\$800	\$1000	\$1,000	\$1,250	\$1,500

The annual out-of-pocket maximum (in-network only) shall be as follows:

	<u>6/1/11</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
Individual	\$2,000	\$2,250	\$2,500	\$2,750	\$3,000
Family	\$2,500	\$2,750	\$3,000	\$3,250	\$3,500

The company will reimburse the employee for in-network covered medical expenses incurred between the in-network annual deductible and the in-network annual out-of-pocket maximum.

Section 2: Atlas Supply Company, Inc. shall provide, and Miracle Supply Company shall continue to provide, the same dental insurance for bargaining-unit employees as is provided to non-bargaining unit employees. Each company shall provide for the life of this collective bargaining agreement the benefit levels that currently exist.

ARTICLE 25

PENSIONS

Effective June 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Eighty-Four Dollars and Thirty Cents (\$184.30) per week for each employee covered by this Agreement who has been on the payroll

thirty (30) days or more. Effective June 1, 2012, this contribution shall be increased to One Hundred Ninety-Three Dollars and Fifty Cents (\$193.50) per week per employee. Effective June 1, 2013 this contribution shall be increased to Two Hundred One Dollars and Twenty Cents (\$201.20) per week per employee. Effective June 1, 2014 this contribution shall be increased to Two Hundred Nine Dollars and Twenty Cents (\$209.20) per week per employee. Effective June 1, 2015, this contribution shall be increased to Two Hundred Seventeen Dollars and Sixty Cents (\$217.60) per week per employee.

Also effective June 1, 2015, the employee shall pay one-half (1/2) of the Eight Dollars and Forty Cents (\$8.40) increase in the weekly contribution (that is, Four Dollars and Twenty Cents (\$4.20)) through payroll deduction.

By execution of this Agreement, the Employer authorizes the Employers Associations who are parties to the contract establishing such Fund to enter into appropriate Trust Agreements and Amendments thereto for the purpose of administering such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

Employees who work either temporarily or in case of emergency less than thirty (30) days under the terms of this Contract shall not be covered by the provisions of this Article.

ARTICLE 26

MEDICARE

The Employer shall pay for and on behalf of each regular employee of the Employer who is subject to the terms and conditions of this Agreement, an amount not to exceed Twenty One Dollars and Fifty Cents (\$21.50) per week, which payments shall be made by the Employer to the Trustees of a Trust under a certain indenture created for the purpose of providing medical benefits and care for the employees and their spouses and/or life insurance for said employees (all as therein defined), subsequent to said employees' retirement. Effective January 1, 2012, said payment shall not exceed Twenty Two Dollars and Fifty Cents (\$22.50) per week. Effective January 1, 2013, any increase in this contribution shall not exceed one dollar (\$1.00) per week over the previous calendar year's contribution rate. Effective January 1, 2014, an increase in this contribution shall not exceed one dollar (\$1.00) per week over the previous calendar year's contribution rate. Effective January 1, 2015, any increase in this contribution shall not exceed one dollar (\$1.00) per week over the previous calendar year's contribution rate. Effective January 1, 2016, any increase in this contribution shall not exceed one dollar (\$1.00) per week

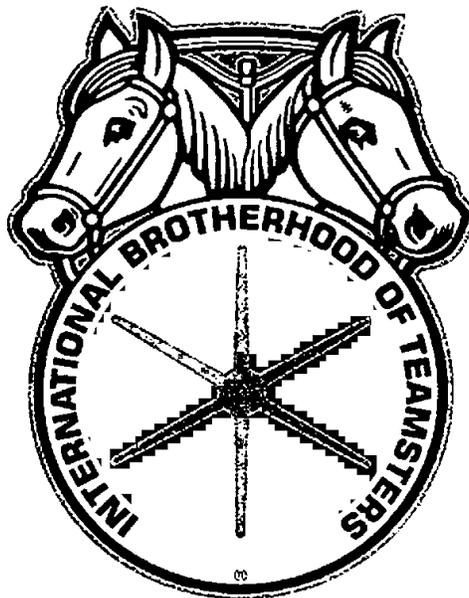
AGREEMENT

JUNE 1, 2015 – MAY 31, 2018

MIRON CONSTRUCTION

AND

**GENERAL TEAMSTERS
LOCAL UNION NO. 662**



RECEIVED

JUL 06 2015

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of June 2015, by and between: MIRON CONSTRUCTION herein called "Employers" and Local # 662 of the International Brotherhood of Teamsters; which represents the Employer's employees located at Neenah, Wisconsin shall be members of the Local Union signature to this Agreement, no matter where or what job sites the Employer assigns them to work at.

This revised Agreement embodies all amendments to existing agreements and shall hereafter be recognized as the sole Agreement affecting conditions of employment between the signatory parties hereto.

ARTICLE 1 - DURATION OF AGREEMENT

This Agreement shall be binding upon the parties, their successors and assigns and shall continue in full force and effect from **June 1, 2015 through May 31, 2018**, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration or any anniversary thereof. It is expressly agreed that there shall be no reopening of this Agreement for any matters pertaining to rates of pay, wages, hours of work or other terms and conditions of employment during the term of this Agreement, except as provided for hereafter in Article 16, "SEPARABILITY."

ARTICLE 2 - UNION SECURITY

SECTION 2.1

- (a) Effective June 1, 2015, due to Wisconsin's recognition of becoming a right to work state on March 9, 2015, sections 2.1(b) and 2.1(c), shall not apply to the extent prohibited by state law.
- (b) The Employer agrees to require, during the life of this Agreement, membership in the Union, as a condition of continued employment of all employees covered by this Agreement, on or after seven (7) days following the effective date of this Agreement, or on or after seven (7) days following the commencement of such employment, whichever is later; provided, however, that such membership in the Union is available to such employees on the same terms and conditions generally applicable to other members and that such membership is not denied or terminated for reasons other than a failure by the affected employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- (c) Should any employee covered by this Agreement fail to become or remain a member of the Union in accordance with subsection (b) of this Section, the Employer agrees to discharge such employee within two (2) working days after receipt of a written request from the Union to that effect.

SECTION 2.2

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

ARTICLE 13 - PENSION

SECTION 13.1

Effective **June 1, 2015** the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **Two hundred ninety one dollars and forty cents (\$291.40)** per week for each employee covered by this Agreement who has been on the payroll seven (7) days or more. If the employee was employed by another Employer Signatory to Agreement, the Employer shall begin the weekly contribution immediately upon employment.

Effective **June 1, 2016**, the contribution shall be increased to **Three hundred three dollars and ten cents (\$303.10)** per week.

Effective **June 1, 2017**, this contribution shall be increased to **Three hundred fifteen dollars and twenty cents (\$315.20)** per week.

SECTION 13.2

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for employees covered by this Agreement.

SECTION 13.3

By the execution of this Agreement, the Employer binds himself and becomes party to the Trust Agreement establishing the Central States, Southeast and Southwest Areas Pension Fund and authorizes the Employer parties thereto to designate the employer trustees as provided under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 13.4

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

SECTION 13.5

Action for delinquent contributions may be instituted by either the Local Union, the Joint Council or the Trustees. Employers who are delinquent must also pay all Attorney's fees and costs of collections.

ARTICLE 14 - VACATIONS

SECTION 14.1

All employees covered by this Agreement shall be permitted up to a maximum of three (3) weeks vacation each year if they so elect. Employee must give two (2) weeks notification of this vacation selection to the Employer.

AGREEMENT

MISSOURI PETROLEUM

2015 — 2018

This Agreement, dated the 1st day of May 2015, by and between Missouri Petroleum Products, or its successors, located in St. Louis, Missouri, Hereinafter called the "Company", party of the first part, and Local Union No. 682, affiliated with the International Brotherhood of Teamsters, or its successors, party of the second part, hereinafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

Article 1 — Recognition

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

Section 2. The term "employee" as used in this Agreement shall include all persons engaged or employed by the Company as a Driver operating the motors while engaged in the transportation and application of water, oil, asphalt, asphaltic concrete, or any other bituminous materials including loading or unloading of tank cars into storage tanks, and the loading or unloading from distributor trucks into tank wagons, or any other distributor trucks; excluding employees covered by a Contract with another Union, office/clerical employees, guards and supervisors as defined by the Act and all other employees.

The scope of the unit and this Agreement apply within the geographic jurisdiction of the Union; provided, however, if the employer elects to assign employees to work outside the jurisdiction of this Agreement, then all terms and conditions of this Agreement shall apply to such employees' work.

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

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

Section 5. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement shall become members of the Union not later than the

These contributions shall be made for any payroll week during which the employee receives payment from the Company for either wages, show up time, vacation time or holiday pay.

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

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

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a period in the payment of its contributions to the Health and Welfare Fund created under this contract, in accordance with the rules and regulations of the trustees of such funds, the employees or their Representatives, after the proper Official of the Local Union shall have given seventy-two (72) hours notice to the Company of such delinquency in Health and Welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom.

Article 11 — Pension

Effective May 1, 2015, the Company shall contribute to the Central States, Southeast and Southwest areas Pension Fund, the sum of Two Hundred Seventeen Dollars and Twenty Cents (\$217.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

This fund shall be the Central States, Southeast and Southwest areas Pension Fund. There shall be no other Pension Fund under this contract for operations under this contract or for operations under the Southeast and Southwest areas contracts to which Companies who are party to this contract are also parties. Effective May 1, 2016, this contribution shall be Two Hundred Twenty Five Dollars and Ninety Cents (\$225.90) per week. Effective May 1, 2017, this contribution shall be Two Hundred Thirty Four Dollars and Ninety Cents (\$234.90) per week.

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

Notwithstanding anything herein contained, it is agreed that in the event any Company is delinquent at the end of a period in the payment of its contribution to the Pension Fund created under this contract in accordance with the rules and regulations of the Trustees of such funds, the employees or their Representative, after, the proper Official of the Local Union shall have given seventy-two (72) hours notice to the Company of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until the event such action is taken, the

Company shall be responsible to the employees for losses resulting there from.

Employees shall have the option in moving up in Pension if made available by Central States. Any additional contributions shall be deducted from wages.

Article 12 — Moonlighting

Section 1. The parties have negotiated and agreed upon the provisions of this article in furtherance of their belief that work efficiency is impaired by employees moonlighting and that the safety of persons and property is in danger whenever persons undertake to work at more than one job on the same day or during the same week.

Section 2. It is therefore understood and agreed that no person shall be employed for the performance of work covered by this labor contract or continued in such employment if he has or acquires regular or part-time employment either with another Company in any capacity or with this Company in a type of work not covered by this Agreement.

Section 3. Consistent with the objects and purposes expressed in Section 1 above, the parties' may, by mutual Agreement evidenced by a written letter or document, make exceptions to the provisions of this article in specific cases considered by them to merit an exception.

Article 13 — Jury and Election Duty

When non-probationary employees are called for Jury Duty, they shall advise their Supervisor upon receipt of such and if taken from their work for such service, they shall be compensated for any actual loss of income, up to five (5) days/forty (40) hours per calendar year.

Article 14 — Uniforms

The Company agrees to furnish uniforms for all of its employees as needed with a minimum of three (3) per week, and such uniforms shall be maintained by the Company, free of charge. Said uniforms to bear the Union label, if practicable.

Article 15 — No Strike/No Lockout/Picketing

The Union and each employee agree that during the term of this Agreement there shall be no picketing or strikes, handbilling, boycotts, or demonstrations including but not limited to safety strikes, unfair labor practices strikes, work stoppages or slowdowns or any other concerted interruption or interference with the Company's operations.

The Company agrees that during the terms of this Agreement there shall be no lockout of employees.

It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement, in the event an employee refuses to go through a lawful

Article 20 — Reopening

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

Article 21 — Drive Deductions

The employer will recognize a lawful, voluntary employee authorization for a drive deduction from wages. The drive deduction shall be made weekly and remitted within 30 days to national drive, C/O International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W., Washington, D.C. 20001. The Union shall reimburse the Company for only the Company's actual cost for the expense incurred hereby.

Article 22 — Termination of Agreement

This Agreement shall become effective May 1, 2015, and shall remain in full force and effect until the 30th day of April, 2018 and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

Should notice of termination or desired modification be given in the manner provided for above, the party desiring same shall:

1. Offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications.
2. Notify the Federal Mediation and Conciliation service within thirty (30) days after such notice of the existence of a dispute, and simultaneously therewith notify any state agency established to mediate disputes within the state, provided no Agreement has been reached by that time.
3. Continue in full force and effect without resorting to strike or lockout, all the terms and conditions of this Agreement for a period of sixty days (60) after such notice is given or until the expiration date of this contract, whichever occurs later.

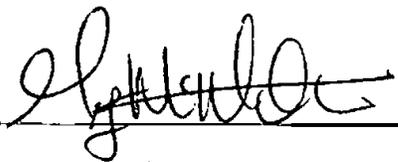
The address of Missouri Petroleum Products, LLC is 1620 Woodson Road, St. Louis, Missouri 63114.

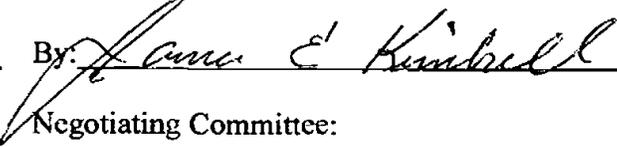
The address of the Teamsters Local Union 682 is 5730 Elizabeth Avenue, St. Louis, Missouri 63110.

In witness whereof, the parties hereto have signed and executed this and several other copies hereto, as of the day and year first written above.

Missouri Petroleum Products, LLC

Construction, Building Material, ice and Coal,
Laundry and Dry Cleaning, Meat and Food Products
Drivers, Helpers, Warehousemen, Yardmen, Salesmen
and Allied Workers, Local Union No. 682, affiliated
with the International Brotherhood of Teamsters.

By: 

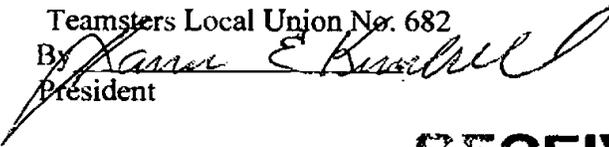
By: 
Negotiating Committee:

By: _____

Letter of Understanding

It is the intent of the parties to this Agreement that all jobs where the material is taken out of St. Louis area, the delivery will be considered local delivery and plant seniority will prevail. If a driver is sent out of town to work, he cannot be bumped for the remainder of the week. However, on the following Monday, the senior driver may bump. Should driver elect not to go, said driver has waived his right for that week.

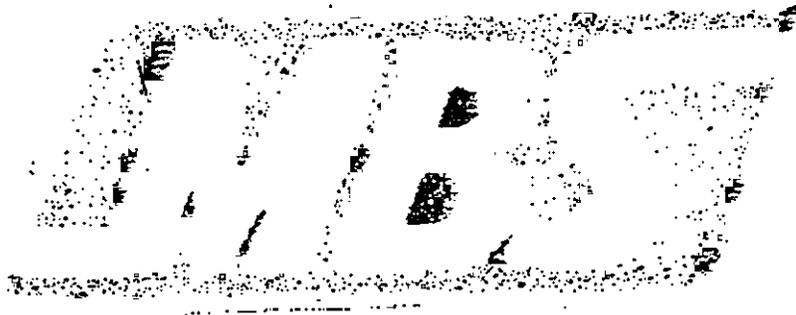
Missouri Petroleum Products, LLC
By: 
Greg McMurtrey

Teamsters Local Union No. 682
By: 
President

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DEPARTMENT**



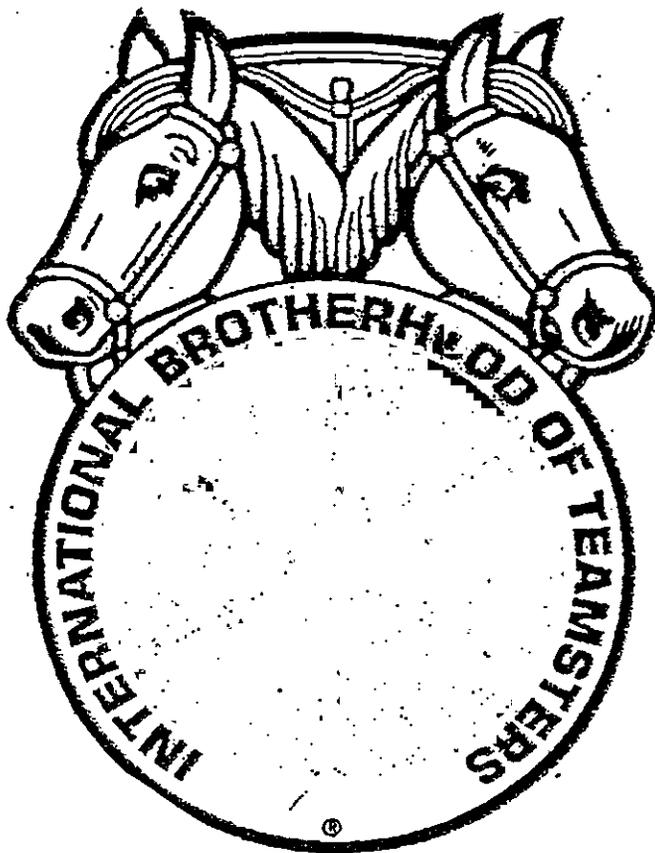
AGREEMENT

BETWEEN

MODERN BUILDERS SUPPLY OF YOUNGSTOWN, INC

AND

TEAMSTERS LOCAL UNION #377



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DEC 17 2013

CONTRACT
DEPARTMENT

May 6, 2013 through May 5, 2018

AGREEMENT

This agreement made and entered into at Youngstown, Ohio, by and between **MODERN BUILDERS SUPPLY, INC.**, hereinafter referred to as the **EMPLOYER**, and **TEAMSTERS LOCAL UNION 377**, affiliated with **THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as the **UNION**.

ARTICLE I **RECOGNITION**

- 1.1 The Employer agrees to recognize, and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all Employees of the Employer as herein defined.
- 1.2 The term "Employee" as used in this Agreement, shall include hourly rated Drivers and Helpers.
- 1.3 The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.
- 1.4 The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organizations for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its Employees in connection with their membership in the Union.

ARTICLE II **UNION SHOP AND DUES**

- 2.1 The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all Employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Act.
- 2.2 All present Employees who are members of the Local Union on the effective date of this Subsection shall remain members of the Local Union in good standing as a condition of employment. All present Employees who are not members of the Local Union and all Employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the effective date of this Subsection, whichever is the later. This provision shall be made and become effective as such time as it may be made and become effective under the provision of the National Labor Relations Act, but not retroactively.
- 2.3 The Employer agrees to deduct dues and initiation fees from the pay of Employees covered by the Agreement and to remit same to said Local Union in

(4) weeks in any one (1) year. If an Employee is absent because of an on-the-job-injury, the Employer shall continue to make the required contributions above specific for the period of six (6) months or until the Employee returns to work, whichever occurs sooner.

20.3 Effective May 16, 2011, for the duration of the Agreement, all employees covered by the plans set forth in Article XVI shall pay as follows:

K Year	W/holding	Deductible	Co-insurance	Drug	Dental/ Vision
Year One	No change	No Change	No change	No change	No change
Year Two	\$5 Single \$7 2 Party \$10 Family	\$200 1 party \$400 2 party	\$2500 network \$2500 Non-network	\$10 generic \$20 brand formulary \$40 brand non-formulary	No Change No Change
Year Three	No change	No change	No change	No change	No change
Year Four	\$8 single \$10 2 party \$15 family	\$400 1 party \$800 2 party	\$3000 network \$3000 non-network	No change	No Change No Change
Year Five	No change	No change	No change	No change	No change

ARTICLE XXI
PENSION CONTRIBUTIONS

21.1 Pension contributions:

Effective May 6, 2013	\$201.20 per week per employee
Effective May 6, 2014	\$209.20 per week per employee
Effective May 6, 2015	\$217.60 per week per employee
Effective May 6, 2016	\$226.30 per week per employee
Effective May 6, 2017	\$235.40 per week per employee

Payments will be made to the Central States Pension Fund. The purpose of said Fund is to afford pension benefits in accordance with the terms of the Pension Fund Booklet. Employee will be required to work thirty-one (31) days or more to qualify for the above-mentioned.

21.2 This Fund shall be administered by a Joint Committee of Trustees, half of whom shall be designated by the Union and half by the Employers who are or may become parties to agreements with the Union providing for similar contributions by such Employers to the same Pension Fund. By the execution of this Agreement, the Employer hereby authorizes the said group of the Employers and/or Trustees that they may designate to enter into an appropriate trust agreement with representative of the union for the administration of the Pension fund, waiving notice of and ratifying all actions already taken or to be taken by

such Trustees within the scope of their authority provided, however, that such action does not operate so as to increase the obligation of the Employer to pay more than the weekly contribution above specified, nor so as to impose upon this Employer any obligation whatsoever other than the make of such payment.

ARTICLE XXII **JURY DUTY**

- 22.1 An Employee covered by this Agreement with at least one (1) year of employment who is required to report for jury service on a day when scheduled to work, shall be paid, for a maximum of ten (10) days of such jury service at the Employee's regular straight time pay, minus any pay the Employee received from the court for jury duty. In such a week, the Employee's work week shall be Monday through Friday. To be eligible for such payment, the employee must show the Employer's Manager the notice of call to jury service, in advance and then must furnish to the Employer's Manager a statement of jury service from the Clerk of Court.

ARTICLE XXIII **SUCCESSORS AND ASSIGNS**

- 23.1 The Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event of an entire active or inactive operation, or portion thereof, are sold, leased, transferred or taken over by sales, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidations, spin-offs or any other method by which a business is transferred.
- 23.2 In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, as set forth above, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. Corporate reorganizations by a signatory Employer, occurring during the term of this Agreement, shall not relieve the signatory Employer or the re-organized Employer of the obligations of this Agreement during its term.
- 23.3 The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which

Letter of Agreement

Teamsters Local Union No. 421, Molo Oil Co. and Molo Sand Gravel Co. agree to the following, which modifies the collective bargaining agreements between the parties:

- (1) Effective July 2, 2000, the last paragraph contained in Article 7 - Seniority, of the Molo Oil Co. and Molo Sand & Gravel Co. collective bargaining agreements is rendered inactive and deleted from both agreements. (Note: The last paragraph in Article 7 of both the Molo Oil Co. and Molo Sand & Gravel Co. agreements refers to the September 22, 1994 dovetailing of seniority between the Molo Oil Co. and Molo Sand & Gravel Co. seniority lists.)
- (2) Effective November 1, 2000, any employees who may have been transferred from Molo Oil Co. to Molo Sand & Gravel Co. and from Molo Sand & Gravel Co. to Molo Oil Co. will be transferred back to the Company they were employed by under the previous collective bargaining agreement(s).
- (3) Central States, Southeast and Southwest Areas Pension Fund will accept all contributions made on behalf of Molo Oil Co. and/or Molo Sand & Gravel Co. employees from the expiration of the previous collective bargaining agreement (December 31, 1999) through and including November 1, 2000.
- (4) Molo Oil Co. will not be required to make any retroactive pension contributions for the period of time that any Molo Oil Co. employees were on the Molo Sand & Gravel Co. payroll.

Signed and agreed this 3rd day of November, 2000

Molo Oil Co. and
Molo Sand and Gravel Co.

By: [Signature]

Title: President

Teamsters Local Union No. 421

By: [Signature]

Title: Pres.

AGREEMENT

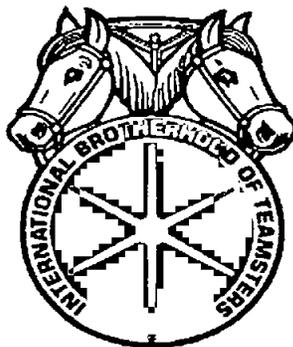
between

MOLO OIL COMPANY

and

TEAMSTERS LOCAL UNION

NO. 120



January 1, 2014 to December 31, 2014

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**CONTRACT
DEPARTMENT**

AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 120
AND
MOLO OIL COMPANY

ARTICLE 1

MOLO OIL COMPANY of Dubuque, Iowa, hereinafter referred to as the Employer, and the TEAMSTERS LOCAL UNION NO. 120 of Dubuque, Iowa, hereinafter referred to as the Union, agreed to be bound by the following terms and provisions covering wages, hours, and working conditions.

The Union shall be the sole and exclusive representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer.

It is agreed and understood that this contract shall be binding upon said Employer, his successors, administrators, executors, and assigns for the life of this contract.

New employees shall be employed only on a forty-five (45) work day trial basis, or ninety (90) calendar days, whichever comes first, during which time they shall either be dismissed without further recourse, or at the end of the applicable trial period placed on the regular seniority list. Workdays shall mean days actually worked by an employee in their trial period. It is understood, however, that this clause shall not be used to defeat the provisions of this contract or to prevent competent and qualified employees from gaining the status of a regular employee.

It is understood and agreed that the Union shall be the sole collective bargaining agent for all truck drivers, warehouse employees and end-loader operators.

It is understood and agreed by the parties to this Agreement that any controversy arising over the interpretation or application of, or adherence to the provisions of this Article shall not be subject to or covered by the terms and provisions of Article 18 of this contract.

All present employees who are members of this Local Union on the effective date of this Agreement or on the date of execution of same, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the local Union as a condition of continued employment on and after successfully completing the probationary trial period following the beginning of their employment or on and after the forty-fifth (45) work day or ninetieth (90) calendar day, whichever comes first, following the effective date of this Article. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act and the laws of the State of Iowa, but not retroactively.

APPENDIX "B"

ARTICLE 11 - PENSION PLAN
FRINGE BENEFIT CONTRIBUTION AGREEMENT

1. The most recent collective bargaining agreement between the Union and the Employer has either terminated or the collective bargaining agreement is continuing in effect under its terms or under an extension agreement. However, due to rate increases adopted by the Trustees of the Central States Southeast and Southwest Areas Pension Fund (the "Pension Fund") the contribution rate payable to the Pension Funder under the most recent collective bargaining agreement is no longer sufficient. As a result, the Employer reaffirms its duty to contribute to the Pension Fund and any existing Participation Agreement, except it agrees to contribute to the Pension Fund (the "Pension Fund") at the rates set for below on behalf of all employees who are eligible for Pension Fund contributions under the most recent collective bargaining agreement:

Effective January 1, 2014 \$233.20/week

2. In accordance with the Pension Fund Trust Agreement to which the Employer is bound, the Employer agrees to promptly provide the Fund's Contracts Department by certified mail with a complete copy of any new collective bargaining agreement or any other agreement between the Employer and the Union that in any way affects the Employer's obligation to remit contributions to the Fund. The Employer agrees that regardless of the stated effective date of any new collective bargaining agreement or any agreement that modifies the Employer's duty to contribute to the Pension Fund, the Agreement will not be effective with respect to the Fund until the day it is received by the Fund's Contracts Department with the exception of the required pension contribution rate increase which is effective on the above dates.

3. This Agreement shall remain in effect until a) the Employer provides the Fund's Contracts Department by certified mail with written notice that its duty to contribute under both contract and law (including 29 U.S.C. § 158) has terminated or b) the Union has lost its status as the representative of the bargaining unit through the certification of the result of an NLRB election or the Union has disclaimed interest in representing the bargaining unit or c) the Fund has accepted a new collective bargaining agreement between the Employer and the Union.

4. Any existing Participation Agreement between the Union and Employer shall continue in effect according to its terms and shall not be superseded by this Agreement, except with respect to the contribution rates specified above.

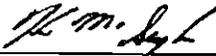
Local Union No. 120

5566600-0101-00120A

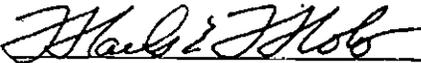
MOLO Oil Co.

PO Box 1540

Dubuque IA 52004



Representative Signature



Representative Signature

Kevin M. Saylor Business Agent

Print Name and Title

MARK E. MOLO President

Print Name and Title

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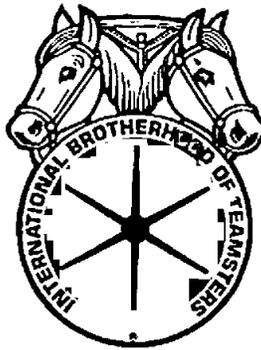
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONARCH TEXTILE RENTAL SERVICES, INC.

and

TEAMSTERS LOCAL UNION NO. 364



Covering the period from 09-01-2013 through 08-31-2018

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CONTRACT
DEPARTMENT

**ARTICLES OF AGREEMENT
MONARCH TEXTILE RENTAL SERVICES, INC.
09-01-2013 through 08-31-2018**

THIS AGREEMENT, made and entered into by and between MONARCH TEXTILE RENTAL SERVICES, INC., South Bend, Indiana, party of the first part, hereinafter referred to as the Employer and/or the Company, and LOCAL UNION NO. 364, South Bend, Indiana, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the Union.

WHEREAS, parties to this Agreement desire to keep harmonious relationship between the Employer, the Union, and the employees covered by this Agreement, and to keep working conditions at the highest possible level, and in consideration of the promise on the part of the Employer to pay the agreed scale of wages as set out and made a part of this Agreement, and the employees covered by this Agreement to do the work required by the Employer in a workmanlike and efficient manner, together with other valuable considerations as set out in this Agreement, all parties mutually agree to be bound by the following terms and conditions as set out in the following paragraphs, it is therefore agreed.

**ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF**

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of the Driver/Salesmen and the Pool (Haul) Driver/Salesmen covered by this Agreement.

Section 2. The term employees as used in this Agreement shall mean the above listed employees, employed at the location of operation listed herein, excluding therefrom, however, all executive, administrative, managerial, supervisory and professional employees, office, clerical and stockroom employees, engineers, firemen maintenance employees, guards, janitors, laundry production employees and watchmen.

Section 3. The Employer agrees not to direct or require their employees, or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, except in cases of emergency, sickness, injury, vacations, open routes (up to sixty (60) days; any time beyond sixty (60) days shall be by mutual agreement), when training or retraining probationary or experienced employees or when conducting inventories, surveys, audits or studies of routes.

Section 4. The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees, and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Deductions shall be made according to the list sheet prepared for the Employer by the Union business office. It shall be the duty of the Employer to adjust the list sheet by making additions for new employees and making all necessary corrections. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

4. HOLIDAYS

(a) The following holidays are declared to be paid holidays, irrespective of the day upon which they fall: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be eligible for holiday pay sixty (60) calendar days after their date of hire.

(b) Each employee shall be paid for one-fifth (1/5) of the weekly base guarantee for such holidays. To be eligible for holiday pay, the employee must work on his regular scheduled workday preceding and following said holidays.

(c) **Saturday Work During Holiday Week.** Should permission be granted by the Union at the request of the Employer to work on a holiday, Saturday or Sunday, said employee shall receive two (2) days' pay for each holiday, Saturday or Sunday worked, with the exception of Saturday's of a holiday week or work disruption on a previous workday due to conditions beyond the Employer's control. Permission is hereby granted to the Employer to schedule route deliveries on the Saturday of a holiday week, or a week affected by a disruption with the mutual consent of the Union, without the double pay provided for in this paragraph. The Driver/Salesman shall not be required to work Saturdays of a holiday workweek if he has satisfactorily completed all his sales and service duties that week. This shall not be construed to reduce the normal workweek to four (4) days nor to require the Employer to provide merchandise requirements for the week in four (4) days. The term "double pay" shall consist of base pay and commission.

(d) One-fifth (1/5) of weekly base guarantee holiday premium will be paid in addition to the weekly guarantee or route commission, whichever is higher, outlined in **HOURS AND WAGES** of this Schedule "A" when the employee completes his full weeks route work.

(e) In accordance with the above, an employee shall be required to complete work assigned to him during the Monday through Friday workweek as mentioned, and, if he refuses, may be required to complete his week's route on Saturday.

5. PENSION

(a) Effective September 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Sixty-Three Dollars and Eighty Cents (\$63.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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

THIS AGREEMENT entered into by and between MOORE OIL COMPANY, party of the first part, hereinafter referred to as the "Employer," and the AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, TEAMSTERS LOCAL NO. 618, party of the second part, hereinafter referred to as the "Union", acting as the sole and exclusive collective bargaining agent for the bargaining unit set forth in Article I.

ARTICLE I RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for Truck Drivers, Warehousemen, Garage Servicemen and Porters employed at its Bulk Plants and Warehouses in St. Louis, St. Louis County, St. Charles, Jefferson County, and Franklin County, Missouri. It is further agreed that no other labor organization or group of employees will be recognized by the Employer for the purpose of collective bargaining on behalf of the classification of employees covered by this Agreement, see Addendum "A".

Employers having classifications other than or in addition to classifications as outlines above, see Addendum "B".

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

Warehousemen - - Shall mean those employees who ship and receive, fill, package, store, load and unload all petroleum and chemical by-products in liquid, gaseous or dry form, T.B.A. and other products and commodities by the case, barrel or bulk (including loading all tank trucks or tank cars and dry freight for delivery), and do normal maintenance on tanks etc., at bulk depot and perform work relating to such operations.

Garage Mechanics - - Those employees who perform automotive mechanical repair work and perform regular duties customarily related to such work.

Garage Servicemen - - Those employees who service trucks and equipment including truck lubrication, washing, tire service and repair, tank cleaning, and perform work relating to such operations, other than automotive, mechanical repairs.

Porter/Watchman - - Those employees who perform regular porter duties, cleaning premises and work relating to such operations and/or who work as watchmen.

Changes in Classification of Work - - (a) The Employer shall not significantly change the above duties of the classifications as outlined, without giving the Union at least seven (7) days' notice in advance of his intent to make this change. During this seven (7) day period, the Employer and the Union shall discuss the change. In the event that a new classification is established at the Employer's location, the Employer will discuss the job duties and negotiate the rate of pay of such classification in advance with the Union.

ARTICLE XVIII
PENSION PLAN

The Employer's cost for an approved program other than provided herein must be no less than contributions made by other employers for participation in the Central States, Southeast and Southwest Areas Pension Fund.

The Employer agrees to participate in the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees, and to pay on the first day of each month into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement as follows per week per employee (Schedule B):

Effective:	<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
Cost:	\$145.60	\$154.30	\$160.50	\$166.90	\$173.60

Employer contribution requirements shall be as follows:

- (a) On each regular employee who has been on the payroll thirty (30) days or more.
- (b) On each regular employee who has worked in any week or portion thereof.
- (c) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.
- (d) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.
- (e) If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

The Union and the Employer agree to be bound to all of the terms of the Trust Agreement of said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations theretofore and hereafter adopted by the Trustees of said Trust Fund.

ARTICLE XIX
NON-DISCRIMINATION

Employees shall not be discriminated against because of race, color, creed, sex, age, religion, national origin or other unjust reason.

ARTICLE XXVIII
ASSIGNABILITY

This Agreement shall be binding upon the successors of the parties hereto.

ARTICLE XXIX
LEGALITY

In the event any provision of these ARTICLES OF AGREEMENT is finally held to be invalid or unenforceable, the remaining provisions shall not be affected thereby but shall continue in full force and effect. It is further agreed that in the event any such provision is finally held to be invalid either party may, within thirty (30) days after the date of such invalidation, request a meeting to discuss a modification of, or substitution for such provision or provisions declared to be invalid.

ARTICLE XXX
MANAGEMENT RIGHTS CLAUSE

(a) The management and the direction of the working force covered by this agreement including the planning, direction and control of operations, the scheduling of work and the assignment of employees to such work, the control and regulation of all equipment and other property of the Company, the determination of ability, production standards, the quality and quantity of work, the location or relocation within the geographical jurisdiction of the Union of facilities covered by this Agreement, the work to be assigned to each such facility, the establishment and enforcement of reasonable rules of conduct, and the right to discipline and efficiency of all such employees, are all vested solely and exclusively in the Company, except as they may be expressed, abridged, or modified by other terms of this Agreement.

(b) The Company retains the right to hire, suspend, discharge, discipline for proper cause, transfer, and a right to relieve employees of duty because of lack of work or other legitimate reasons, provided that in the exercise of these rights the Company will violate any of the terms of this Agreement.

(c) Nothing set forth in (a) and (b) herein shall be construed as the waiving of any rights, protections, or lawful objectives by the Union which are set forth in the National Labor Relations Act as amended to date.

ARTICLE XXXI
TERM OF AGREEMENT

This Agreement shall become effective January 1, 2015 and shall continue in full force and effect to December 31, 2019, and from year to year thereafter unless written notice to modify, amend or terminate is given by either party to the other, at least sixty (60) days prior to December 31, 2019, or December 31st of any subsequent year.

ADDENDUM "A" attached hereto, automatically, by the execution of this Agreement, becomes a part of the whole agreement between the parties.

Failure of the Employer to execute a particular Addendum contained herein, pertinent to his operation, shall not relieve the Employer of the terms and conditions of the pertinent Addendum and such Addendum shall be in full force and effect.

MOORE OIL COMPANY

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

BY: Frank W. Jetter

BY: Tom Cole

DATE: 2/20/15

DATE: 2/20/2015

RECEIVED

MAR 02 2015

**CONTRACT
DEPARTMENT**

UNION CONTRACT
AGREEMENT

MORGAN FOODS, INC.
AUSTIN, INDIANA

AND

GENERAL DRIVERS, LOCAL UNION #89
AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICAN

(COVERING PRODUCTION & MAINTENANCE)

NOVEMBER 23, 2014 – AUGUST 18, 2021

RECEIVED

SEP 03 2015

CONTRACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, dated November 23, 2014 by and between **MORGAN FOODS, INC.**, or its successors (hereinafter referred to as the "Company") and **GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 89**, Affiliated with **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, or its successors (hereinafter referred to as the "Union.")

ARTICLE I

Statement of Purpose

It is the intent and purpose of the parties to this Agreement that it shall improve relations between the Company and the Union and between the Company and its employees; accomplish and maintain the highest working efficiency and quality of work; provide methods for a prompt and peaceful adjustment of problems over which differences of opinion may arise; insure against any interruptions of work or other interference with the operations of the Company; strengthen goodwill, mutual respect and cooperation; and set forth the basic agreement covering the rates of pay, hours of work and other conditions of employment to be observed by the parties of this Agreement. All interpretations of this Agreement shall be designed to effectuate these purposes.

ARTICLE II

Recognition

Section 1. The Company agrees to recognize, and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agency for all of the employees of the Company in the following job classifications or work categories.

once a month by the Chairman of the Company Safety Committee. These monthly meetings are not to exceed five (5) hours at straight time rate for each such representative per meeting. Such five (5) hours may include a plant inspection tour if deemed necessary. The Union may designate three (3) representatives who will suffer no loss of straight time pay for attending such meetings.

In the event all the members of both the Company and the Union Safety Committee Agree that an operation is of "imminent danger," the operation shall be immediately shut down. If all the member of the Safety Committee cannot agree on the degree of safety, this operation shall continue and the Union shall have recourse through the grievance procedure. A secretary is to be designated from the Company and the Union Representatives for the purpose of keeping minutes of the meetings. Copies of these meetings are to be given to the Chairman of the Safety Committee, and the Chief Union Steward for review with Management of the Company.

ARTICLE XIV

Pension Plan

Effective June 19, 2009, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Fund") as provided in this Article. This fund shall be the Central States, Southeast Areas Pension Fund, Plan [B]. Effective on the following dates, the Company contribution shall be as noted:

June 19, 2015	\$104.54
June 19, 2016	\$110.81
June 19, 2017	\$115.24
June 19, 2018	\$119.85
June 19, 2019	\$124.64

June 19, 2020 \$129.63

June 19, 2021 \$134.82

The current surcharges required under the Pension Protection Act of 2006 (effective in 2008) will end on June 19, 2009. The pension contribution rate increases herein will be accepted by the Fund and the group will be considered compliant with the Fund's Rehabilitation Plan.

There shall be no other Pension Fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas contracts to which Employers who are party to this Agreement are also parties.

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

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

Contributions to the Pension Fund must be made for each week on each regular employee who has seniority under the provisions of this Agreement, including weeks where work is

performed for the Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provision of this paragraph.

ARTICLE XV

Group Insurance

The Company agrees to continue to make available to all members of the Bargaining Unit who have completed their probationary period prior to August 19, 2005, a Group Insurance plan providing the same benefits as effective at the time of the signing of this Agreement subject to the changes agreed to by the Union and the Company.

During the term of this Agreement, the employee portion of the premium for single coverage will be \$8.00 per week and the employee portion of the premium for dependent coverage will be \$12.00 per week. If both spouses are employed, both spouses will be covered so long as one spouse carries dependent coverage.

Employees that complete their probationary period after August 19, 2005 will receive health insurance coverage under a separate and distinct health insurance plan. This coverage will be provided at no cost to the employee. Under this new plan there is an annual \$1,500.00 deductible for the employee and each covered dependent. After the deductible is met, all ordinary and reasonable covered charges are paid 80% by the Company and 20% by the employee. Both co-pays and amounts paid for co-insurance are included in the out-of-pocket maximum calculation while the deductible is not. The out-of-pocket maximum is \$2,500.00 per person and \$5,000.00 per family. The Company pays the first \$40.00 on each prescription filled

AGREEMENT

MOSCOW MILLS LUMBER CO., INC.

2012- 2015

THIS AGREEMENT MADE AND ENTERED INTO EFFECTIVE THE 1ST DAY OF NOVEMBER, 2012, BY AND BETWEEN THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 682, ST.LOUIS, MISSOURI, HEREINAFTER DESIGNATED AS THE UNION AND MOSCOW MILLS LUMBER CO., INC.

THIS AGREEMENT IS TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF NOVEMBER 1, 2012 AND THEREAFTER WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL AND INCLUDING OCTOBER 31, 2015.

ARTICLE I - RECOGNITION

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

SECTION 2. THE EMPLOYER WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 3. THE EMPLOYER AGREES THAT IT WILL NOT SPONSOR OR PROMOTE FINANCIALLY OR OTHERWISE, ANY GROUP OR LABOR ORGANIZATION FOR THE PURPOSE OF UNDERMINING THE UNION, NOR WILL THEY INTERFERE WITH, RESTRAIN, COERCE OR DISCRIMINATE AGAINST ANY OF ITS EMPLOYEES BECAUSE OF THEIR MEMBERSHIP IN THE UNION. THE EMPLOYER ALSO AGREES THAT IT WILL NOT BARGAIN COLLECTIVELY WITH ANY LABOR ORGANIZATION OR GROUP OTHER THAN THE UNION FOR ANY OF THE EMPLOYEES WHO ARE MEMBERS OF THE BARGAINING UNIT HEREIN DESCRIBED AND COVERED.

SECTION 4. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT ALL PERSONS WHO ARE HEREAFTER EMPLOYED BY THE EMPLOYER IN THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT SHALL BECOME MEMBERS OF THE UNION NOT LATER THAN THE THIRTY-FIRST (31ST) DAY FOLLOWING THE BEGINNING OF THEIR EMPLOYMENT OR THE EXECUTION DATE OF THIS AGREEMENT, WHICHEVER IS THE LATER; THAT EFFECTIVE FROM AND AFTER THE THIRTY-FIRST (31ST) DAY FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT, THE CONTINUED EMPLOYMENT BY THE EMPLOYER IN SAID UNIT OF PERSONS WHO ARE ALREADY MEMBERS IN GOOD STANDING OF THE UNION SHALL BE CONDITIONED UPON THOSE PERSONS CONTINUING THEIR PAYMENT OF THE PERIODIC DUES OF THE UNION; AND THAT THE CONTINUED EMPLOYMENT OF PERSONS WHO WERE IN THE EMPLOY OF THE EMPLOYER PRIOR TO THE DATE OF THIS AGREEMENT AND WHO ARE NOT NOW MEMBERS OF THE UNION SHALL BE CONDITIONED UPON THOSE PERSONS BECOMING MEMBERS OF THE UNION

ARTICLE XXII - CSPF PENSION

EFFECTIVE NOVEMBER 1, 2011, THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF ONE HUNDRED TWENTY SIX DOLLARS AND FIFTY CENTS (\$126.50), PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT FOR ANY PAYROLL WEEK DURING WHICH SUCH EMPLOYEE RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES, HOLIDAY PAY OR VACATION PAY. EFFECTIVE NOVEMBER 1, 2012 THE TOTAL PACKAGE INCREASE SHALL BE FORTY CENTS (\$.40) THE PENSION BENEFIT SHALL BE ONE HUNDRED AND THIRTY TWO DOLLARS AND EIGHTY CENTS (\$132.80) PER EMPLOYEE. EFFECTIVE NOVEMBER 1, 2013 THE TOTAL PACKAGE INCREASE SHALL BE THIRTY NINE CENTS (\$.39) THE PENSION BENEFIT SHALL BE ONE HUNDRED AND THIRTY EIGHT DOLLARS AND TEN CENTS (\$138.10) PER WEEK, PER EMPLOYEE. EFFECTIVE NOVEMBER 1, 2014 THE TOTAL PACKAGE INCREASE SHALL BE FIFTY NINE CENTS (\$.59) THE PENSION BENEFIT SHALL BE ONE HUNDRED FORTY THREE DOLLARS AND SIXTY CENTS (\$143.60) PER WEEK, PER EMPLOYEE.

THERE SHALL BE NO OTHER PENSION FUND UNDER THIS CONTRACT FOR OPERATIONS UNDER THIS CONTRACT.

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

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

ARTICLE XXIII - SICK LEAVE

AN EMPLOYEE COVERED BY THIS AGREEMENT HAVING ONE (1) YEAR OF SERVICE SHALL BE PAID FOR THE FIRST DAY OF AN ACCIDENT OR ILLNESS AT THE RATE OF ONE (1) DAY'S PAY FOR EACH CALENDAR MONTH IN WHICH HE HAS ACTUALLY WORKED AT LEAST EIGHTY (80) HOURS, UP TO FIVE (5) DAYS IN ANY

ONE (1) YEAR, ACCUMULATIVE TO THIRTY (30) DAYS. A DOCTOR'S CERTIFICATE SHALL BE FURNISHED UPON REQUEST.

ARTICLE XXIV - SUCCESSOR CLAUSE

THE EMPLOYER AGREES THAT IF IT SHOULD SELL OR LEASE THE BUSINESS, IT SHALL INFORM THE PURCHASER OR THE LESSEE OF THE EXACT TERMS OF THIS UNION AGREEMENT, AND SHALL MAKE THE SALE OR LEASE CONDITIONAL ON THE NEW PURCHASER OR NEW LESSEE ASSUMING ALL THE OBLIGATIONS OF THE UNION AGREEMENT UNTIL ITS EXPIRATION DATE AT WHICH TIME A NEW AGREEMENT WILL BE NEGOTIATED BETWEEN THE UNION AND THE NEW EMPLOYER.

ARTICLE XXV - FUNERAL PAY

IN THE EVENT OF THE DEATH OF A MOTHER, FATHER, BROTHER, SISTERS HUSBAND, WIFE, CHILD, MOTHER-IN-LAW OR FATHER-IN-LAW, THE COMPANY WILL GRANT A LEAVE OF ABSENCE FOR TIME SPENT AWAY FROM THE JOB MAKING FUNERAL ARRANGEMENTS AND AT THE FUNERAL ITSELF, NOT TO EXCEED THREE WORKING DAYS. PROOF OF DEATH AND DATE OF FUNERAL MUST BE FURNISHED UPON REQUEST.

ARTICLE XVI - JURY DUTY

IN RECOGNITION OF THE IMPORTANCE OF JURY DUTY AS A PUBLIC SERVICE TO THE COMMUNITY, WHERE EMPLOYEES COVERED BY THIS AGREEMENT ARE CALLED FOR JURY SERVICE AND THEY PROMPTLY ADVISE THEIR FOREMAN UPON RECEIPT OF SUCH CALL, AND THEY ARE PROHIBITED BY JURY DUTY SERVICE FROM PERFORMING THEIR DUTIES, THEY SHALL BE PAID FOR THE TIME ACTUALLY SPENT ON JURY DUTY.

ARTICLE XXVII - TERMINATION

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 1ST DAY OF NOVEMBER 1, 2012 AND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE 31ST DAY OF OCTOBER 31, 2015, AND EACH YEAR THEREAFTER, UNLESS WRITTEN NOTICE OF TERMINATION OR DESIRED MODIFICATION IS GIVEN AT LEAST SIXTY (60) DAYS PRIOR TO ANY YEARLY EXPIRATION DATE BY EITHER OF THE PARTIES HERETO.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AND SEVERAL OTHER COPIES HERETO, THE DAY AND YEAR FIRST ABOVE WRITTEN.

THE POST OFFICE ADDRESS OF MOSCOW MILLS LUMBER CO., INC. IS POST OFFICE BOX 58, MOSCOW MILLS, MO. 63362.

THE ADDRESS OF THE UNION IS 5730 ELIZABETH AVENUE, ST. LOUIS, MISSOURI 63110.

TEAMSTERS LOCAL NO. 20
and
MOSSER CONSTRUCTION, INC.

August 1, 2013
through
July 31, 2015

RECEIVED

NOV 12 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

Effective Date: August 1, 2013

Expiration Date: July 31, 2015

THIS AGREEMENT, made and entered into by and between MOSSER CONSTRUCTION, INC., hereinafter referred to as the "Employer" and the TEAMSTERS UNION LOCAL NO. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union" for building construction in Sandusky County.

ARTICLE 1 PURPOSE

The purpose of this Agreement is to determine the hours, wages and other conditions of employment, to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the contractors may secure sufficient capable employees and the employees having as much continuous employment as possible without interruption by lockouts, strikes, or other labor trouble.

ARTICLE 2 SCOPE OF AGREEMENT

This Agreement shall govern all Building Construction work which the contractor performs which comes under the jurisdiction of the Local No. 20, of the International Brotherhood of Teamsters, and shall apply solely to the employees employed directly in construction.

ARTICLE 3 DEFINITIONS

Employees shall not include engineering or technical employees, clerical employees, timekeepers, superintendents, assistant superintendents and supervisors in charge of any classes of labor, nor any supervisory personnel, but shall include all other persons employed by the Contractor in the performance of any of the various classifications of work covered by this Agreement.

period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence,

4. By execution of this Agreement, the Employer authorizes the Employer Associations who are parties hereto to enter into an appropriate Trust Agreement necessary for the administration of such Fund and to designate the Employer Trustee under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

5. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in payment of his contribution to the Health and Welfare Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund after an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting there from.

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

6. Any time during the life of this Agreement, the Union agrees to re-open this Article 16. Any changes to this Article must be mutually agreed to between the Employer and the Union.

7. If at any time during the life of this agreement the employees dependant status changes, he/she is responsible to notify the Company and the Union of such change. If the employee fails to do so and it results in the Company paying a higher premium than necessary, the employee may be held accountable for lost monies to the Company.

ARTICLE 17 PENSION PLAN

1. Effective August 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of \$137.60 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

2. If an employee is absent because of illness or off-the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month. If an employee is injured on-the-job, the Employer shall continue contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

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

Any negotiated increases in the pension plan made during the term of this Agreement for another plan with increased coverage which is extended to the employees on the due date shall be incorporated into this Agreement and shall be paid by the Employer.

4. Notwithstanding anything herein contained; it is agreed that in the event any employer is delinquent at the end of the period in a payment of his contributions to the Central States Southeast and Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in pension payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting there from.

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

ARTICLE 18 VACATIONS

1. Employees who have been in the employ of the Employer and have completed one (1) year of service from the date of employment shall receive one (1) weeks' vacation pay.

Employees who have been in the employ of the Employer and have completed two (2) years of service from the date of employment shall receive two (2) weeks' vacation pay.

RECEIVED

AUG 25 2014

**CONTRACT
DEPARTMENT**

ILLINOIS HEAVY/HIGHWAY AGREEMENT

BETWEEN

Mt. Carmel Stabilization Group ,Inc.

AND

**CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN
AND HELPERS LOCAL 135**

**COVERING CONSTRUCTION
IN THE COUNTIES OF**

**CLARK, CRAWFORD, EDGAR, EDWARDS, LAWRENCE, RICHLAND AND
WABASH**

PERIOD COVERED

EFFECTIVE: MAY 1, 2014

EXPIRES: APRIL 30, 2017

PREAMBLE

MT. Carmel Stabilization Group, Inc. herein after referred to as the "Employer" and **Chauffeurs, Teamsters, Warehousemen, and Helpers Local Union No. 135** affiliated with the **International Brotherhood of Teamsters**, hereinafter referred to as the "Union" agree to be bound by the terms and provisions of this Agreement.

**ARTICLE 1
RECOGNITION**

Section 1. Any individual Employer signatory to this Agreement agrees to recognize Teamsters Local Union No. 135 and or its successors in any capacity whatsoever, as the sole and exclusive collective bargaining representative for and on behalf of all employees working in the job classification covered by this Agreement.

**ARTICLE 2.
SCOPE**

Section 1. It is hereby understood and agreed that this Agreement shall cover construction work, in the following counties comprising: Clark, Crawford, Edgar, Edwards, Lawrence, Richland, and Wabash.

Section 2. This Agreement covers all employees transporting materials and/or performing work in classifications covered in Article 8 upon construction sites. The Agreement also covers trucks delivering aggregate material to stockpile on construction sites or to temporary plants or locations, the purpose of which is to serve particular construction sites, and drivers on any other vehicles operated on construction projects when used to defeat the purpose of this Agreement. This Agreement excludes clerical employees, technical engineers, bookkeepers, superintendents, foremen, or other supervisory personnel; but such persons may be or become a member of the Local Union if such persons shall be acceptable to the said Union or International. Employers may discharge any employee for justifiable cause, subject to the grievance procedure, provided there shall be no discrimination on the part of the Employer against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

**ARTICLE 3
UNION SECURITY**

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment and effective after the seventh day following the beginning of employment or the execution date of this Agreement, whichever is the later, all persons hereafter employed to work within the bargaining unit which is the subject of this Agreement, as well as all persons presently so working but who are not members of the Local Union shall

commence a strike and picketing of the Employer and may continue such activity until permission is given for an immediate audit. The Employer shall be responsible to the employees for losses resulting from such strikes and picketing activity, including wages for lost time, Health and Welfare and Pension contributions, etc.

Section 7: The Employer and Union recognize and accept their joint responsibility to comply with the health insurance continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and shall cooperate so all parties are in compliance.

Section 8. If an employee is covered under some other Teamster contract group insurance and becomes employed by an Employer of this Agreement, the Employer agrees to remit into such other plan if the employee desires and so notifies the Local Union and Employer.

ARTICLE 10 PENSION

Section 1. Effective May 1, 2014 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-nine Dollars and Eighty Cents (\$29.80) per day, for each employee covered by this Agreement who begins to work.

Effective May 1, 2015 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Thirty-one Dollars (\$31.00) per day, for each employee covered by this Agreement who begins to work.

Effective May 1, 2016 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Thirty-two Dollars and Twenty Cents (\$32.20) per day, for each employee covered by this Agreement who begins to work.

Section 2. This Fund shall be the **CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND**. There shall be no other Pension Fund under this Agreement for operations under this Agreement or for the operation under the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties. By execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time the employee would have normally worked had he not been injured; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect

from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. There shall be no deduction from equipment rental of Owner-Drivers by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or for more and regardless of the manner of computation or Owner-Driver compensation.

Section 4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Pension Fund in accordance with the Rules and Regulations of the Trustees of such Funds, the Local Union or Central Conference of Teamsters, after the President of the Local Union has given seventy-two (72) hour notice to the Employer of such delinquency in Pension payments, the Local Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken; the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.

Section 5. Upon the permanent termination of any employee for any reason, the Employer shall give the employee a statement signed by an official of the Employer on a form furnished by the Union showing From/To dates of employment and type of work performed and approximate hours worked. If information is not available at time of termination, it shall be forwarded to the Local Union within ten (10) days of termination.

Section 6. If an employee is covered under some other Teamster Contract group pension plan and becomes employed by an Employer of this Agreement, the Employer agrees to remit into such other plan if the employee desires and so notifies the Local Union and Employer.

ARTICLE 11 **BOND REQUIREMENTS**

Section 1. The Trustees of any employee benefits for which contributions are required hereunder may require for good cause that any particular Employer maintain during the term of this Agreement a surety bond in the amount of ten thousand dollars (\$10,000.00) to guarantee the payment of such contributions.

Section 2. In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund and Welfare Fund, when due, the Union, aggrieved employees or the Trustees of the Pension Fund and Welfare Fund, may after written notice to the Employer, file claim to obtain payment, costs and reasonable attorney's fees therefrom of the applicable surety bond.

COPY

AGREEMENT

- BETWEEN -

MURNANE PACKAGING CORPORATION

- and -



HEALTH CARE, PROFESSIONAL, TECHNICAL,
OFFICE, WAREHOUSE AND MAIL ORDER
EMPLOYEES UNION,
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Teamsters Local No. 743
4620 S. Tripp Ave.
Chicago, Illinois 60632
Ph: 773-254-7460

RECEIVED

December 19, 2011
Through
December 18, 2015

APR 24 2012

**CONTRACT
DEPARTMENT**

Y903 

LABOR CONTRACT AND WORKING AGREEMENT

THIS Labor Contract and Working Agreement ("Agreement") has been made and entered into this ____ day of January, 2012, to become effective as of the 19th day of December, 2011, by and between MURNANE PACKAGING CORPORATION, its successors or assigns ("Murnane") and HEALTHCARE, PROFESSIONAL, TECHNICAL, OFFICE, WAREHOUSE AND MAIL ORDER EMPLOYEES UNION, LOCAL 743, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America ("Union").

This Agreement has been made and entered into by and between the above parties in a mutual effort to stabilize the industry and to promote sound labor relations.

ARTICLE I

RECOGNITION

A. **Bargaining Unit.** Murnane agrees to recognize Union as the sole collective bargaining agency for all of its warehouse, production and maintenance Employees only ("Bargaining Unit").

B. **Employees.** The term "Employee" as used in this Agreement refers solely to those full-time employees of Murnane comprising the Bargaining Unit who are members in good standing of the Union. Office personnel, supervisory personnel and part-time personnel (defined as persons who regularly work less than the work week set forth below) are expressly excepted from the terms of this Agreement.

C. **Employee Membership in Union.** It shall be a condition of continued employment for all Employees in the Bargaining Unit to become and remain members of the Union in good standing after their first thirty (30) days of employment or after the thirtieth (30th)

ARTICLE XXI

Pension Plan

A. Contributions in General.

(1) Murnane agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund, for any Employee who has been on the payroll thirty (30) calendar days or more, the following weekly sums:

Year 1	\$58.80
Year 2	\$62.30
Year 3	\$64.80
Year 4	\$67.40

The weekly Employee contribution (deduction from wages) shall be:

Year 1	\$2.20
Year 2	\$1.15
Year 3	\$1.25
Year 4	\$1.30

(2) If these provisions cover a pension fund period that exceeds the length of this Agreement, they then become fixed for such periods upon the re-opening of negotiation for a new working agreement covering such periods.

(3) By the execution of this Agreement, Murnane agrees to enter into the appropriate trust agreements necessary for the administration of such fund, and to designate Murnane's Trustees under such agreement, Murnane waiving all notice thereof and ratifying all actions taken by any Trustees within the scope of their legal authority.

B. Contributions During Certain Absences. If an Employee is absent due to illness or off-the-job injury and promptly notifies Murnane of such absence in a satisfactory manner, Murnane shall continue to make the required contributions for a period of four (4)

weeks. If an Employee is injured on the job, Murnane shall continue to pay the required contributions until such Employee returns to work; provided, however, such contributions shall not be paid for a period of more than eight (8) weeks. Contributions to the pension fund will be made for each week on each Employee covered under this Agreement, including weeks where work is performed for Murnane but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in case of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

An Employee covered by this pension plan and who has reached his 70th birthday will be subject to compulsory retirement at the sole discretion of Murnane

ARTICLE XXII

Attendance/Tardiness Incentive

A. **Calendar Quarter Incentive.** Murnane shall pay, within 15 days after the end of each calendar quarter beginning with the first quarter (January-March), 2012, the sum of \$50.00 to any Employee on payroll for the entire quarter who has neither missed a day (or any portion thereof) of work nor has been late to work during that quarter for any reason other than Act of God (defined for this provision only as an act which prevented at least 5 other Employees from being at work on time or at all, such as major snowstorm, flood, fire, etc.). The determination of whether to allow an exception will rest solely with Murnane and its decision thereon will be deemed final.

B. **Calendar Year Incentive.** In addition to the payment for perfect attendance on a quarterly basis for above, Murnane will pay, within 15 days after the end of a calendar year

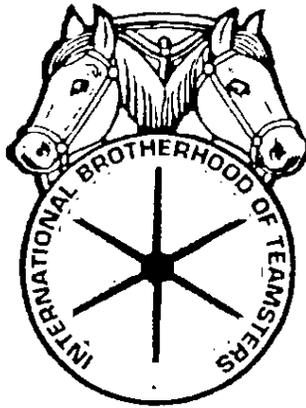
AGREEMENT

between

GENERAL TEAMSTERS

LOCAL UNION #697

WHEELING, WV



and

MURPHY CONSOLIDATED, INC.

FOLLANSBEE, WV

RECEIVED
DEC 31 2013
CONTRACT
DEPARTMENT

EFFECTIVE: January 1, 2014 through December 31, 2016

AGREEMENT

THIS AGREEMENT, by and between Murphy Construction & Equipment Rental, Inc., hereinafter, referred to as the "Company" or "Employer", and the International Brotherhood of Teamsters Local Union #697, hereinafter referred to as the "Union", and affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

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

ARTICLE I RECOGNITION

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

The Union agrees to recognize, and does hereby recognize the Employer or its successors as the sole and exclusive bargaining representative of all the members of said Employer, or any other contractor signatory hereto.

SECTION 2 - The term employee as used in this Agreement shall include any driver-chauffeur or driver helper operating a truck or any other vehicle operated on the highway, street or privately used for transportation purposes when used to defeat the purposes of this Agreement.

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

SECTION 4 - This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. Exclusions Transfer of Company Title of Interest. This section does not pertain to the selling of operating rights or vehicles, only if the company is sold as an operating company.

ARTICLE II UNION SHOP AND DUES CHECK-OFF

SECTION 1 - (a) The Employer recognizes and acknowledges that the Local Union is the exclusive representative of the drivers in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

(b) All present employees who are members of the Local Union on the effective date or on the date of execution of this Agreement, whichever is the later, shall remain members in good standing of the Local Union as a condition of employment.

All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on or after the 31st day following the effective date of this Agreement or on the date of execution of this Agreement, whichever is later. This provision shall be made and become effective as of such time as it may be made and become effective under the provision of the National Labor Relations Act, but not retroactively.

ARTICLE XIX
PENSION

The Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund at the weekly rates as follows:

Effective: 12-29-13	1-4-15	1-3-16
\$85.60 per week	\$92.40 per week	\$97.90 per week

ARTICLE XX
HEAVY & HIGHWAY AND PREVAILING RATES

SECTION 1 - Heavy and Highway construction work, as specified in the State Heavy and Highway Construction Contract, shall at all times pay the employee the rates of pay and other conditions as specified in the State Heavy and Highway Construction Contract. These rates and conditions shall apply to all site work, including the hauling of materials from one work project to another work project on the job site.

SECTION 2 - Provided however, that within the framework of Section 1 above, hauling and picking up of materials (i.e., spoilage, etc.) to and from the Heavy and Highway construction site is covered under the terms of this Agreement.

SECTION 3 - The Company agrees to pay prevailing rates on all jobs falling under the Building Trades Agreement. As per the Building Trades Contract. Seniority shall prevail.

ARTICLE XXI
NO WORK STOPPAGES, GRIEVANCE & ARBITRATION

SECTION 1 - Should any differences arise between the Employer and the Union as to the meaning and application of the provisions of this Agreement or should differences arise about matters not specifically mentioned in this Agreement, or any local trouble of any kind arises at any time, the Union agrees that it will not call or authorize a cessation, slow down, picketing or stoppage of work either in the form of a strike, sympathetic or otherwise secondary boycotts, or any other kind of work stoppage during the term of this Agreement, and the Employer agrees that there shall be no lock-out during the term of this Agreement.

SECTION 2 - All grievances, disputes and differences are to be processed in accordance with the following provisions of this Article: (1) Between a representative of the Union and the Employer or his representatives. No grievance shall be considered unless presented within five (5) working days after the date upon which the grievance arose. (2) In the event the Company and the Union cannot reach a decision, the Company or Union shall within ten (10) days submit the grievance to the WESTERN PENNSYLVANIA INDUSTRIAL GRIEVANCE COMMITTEE to resolve the grievance or dispute. The WESTERN PENNSYLVANIA INDUSTRIAL GRIEVANCE COMMITTEE rules of procedure shall govern and both parties agree to accept the decision of the committee as final and binding. If the Company or the Union fail to comply with the final decision of said committee, either party has the right to take all legal and economic action to enforce compliance.

SECTION 3 - If the Western Pennsylvania Industrial Grievance Committee is unable to reach a decision and deadlocks within 3 days following its meeting, then the aggrieved party may refer the same to arbitration by written notice of intent to arbitrate served upon the other party by certified mail. If no notice of intent to arbitrate is given within 5 days after the Grievance Committee has failed to reach a decision, the dispute, grievance or difference shall be conclusively presumed to be withdrawn and abandoned and of no further force and effect.

MURPHY COMPANY
ACCOUNT NO.: 5711400-0304-00682-A

LETTER OF UNDERSTANDING AND AGREEMENT

This Letter of Understanding and Agreement is to clarify the Memorandum of Understanding, regarding temporary employees, between Murphy Company and Local Union No. 682. That was signed and dated 10/27/14 by the company and 10/23/14 by the union, which states "The employer will not be required to pay fringes (health and welfare and pension) for these temporary employees.

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

MURPHY COMPANY

LOCAL UNION NO. 682

By: Dave Hardin

By: James E. Kunkel

Title: VP/ceo

Title: President

Date: 5/14/15

Date: 5-18-15

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MAY 23 2015

CONTRACT
DEPARTMENT

AGREEMENT BETWEEN

MURPHY COMPANY

AND

**CONSTRUCTION, BUILDING MATERIAL, ICE & COAL,
LAUNDRY AND DRYCLEANING, MEAT & FOOD PRODUCTS,
DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN
AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED
WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA**

May 1, 2013 – April 30, 2016

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**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is made and entered into by and between Murphy Company, hereinafter referred to as “the Company” and Construction, Building Materials, Ice & Coal, Laundry & Dry Cleaning, Meat & Food Products, Drivers, Helpers, Warehousemen, Yardmen, Salesmen, and Allied Workers, Local Union No. 682, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as “the Union.”

ARTICLE I

RECOGNITION

1.01 The Company recognizes the Union as the exclusive bargaining representative for all of its drivers and warehousemen in the Eastern Missouri geographical jurisdiction of the Union, excluding all office, clerical and professional employees, guards, supervisors and all other employees.

1.02 The Company will neither negotiate nor make collective bargaining agreements for any of the employees represented by the Union except through duly authorized representatives of the Union.

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

1.04 Nothing in this Agreement shall limit the Company’s right to have supervisors and administrative staff perform delivery work, provided no bargaining unit employees are on lay-off, and this section is not used in lieu of hiring additional bargaining unit employees. Supervisors and administrative staff members are not required to comply with Article II.

ARTICLE XVIII

HEALTH AND WELFARE AND PENSION

18.01 Effective May 1, 2013 , the Company agrees to contribute Two Hundred and four Dollars (\$204.00) for each employee (covered by this Agreement, and having established seniority provided in Article V for any week in which the employee receives pay, including pay for holidays and vacations) to the Local 682 Health & Welfare Trust Fund. (Refer to 18.03, below).

18.02 Effective May 1, 2013, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred and One dollars and Twenty Cents (\$201.20) for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 1, 2014, the pension contribution shall be Two Hundred and Nine Dollars and Twenty Cents (\$209.20) per week. Effective May 1, 2015, the pension contribution shall be Two Hundred Seventeen Dollars and Sixty Cents (\$217.60) per week. (Refer to 18.03, below.)

18.03 The total package for wages, health and welfare and pension shall be increased One Dollar (\$1.00) on May 1, 2014 and the total package for wages, health and welfare and pension shall be increased One Dollar (\$1.00) on May 1, 2015.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MURPHY RIGGING & ERECTING, INC.

AND

TEAMSTERS LOCAL NO. 120

MAY 5, 2013 - MAY 4, 2015

RECEIVED

JAN 14 2014

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as the "Agreement") is entered into between MURPHY RIGGING & ERECTING, INC. (hereinafter referred to as the "Employer"), and TEAMSTERS LOCAL NO. 120, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

ARTICLE 1 **RECOGNITION**

Section 1.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of the classifications of employees covered by this Agreement.

Section 1.02 The Union shall have equal opportunity with all other sources to refer suitable applicants. When the Employer needs additional employees, the Employer shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. The Employer agrees, however, that no applicant will be discriminated against because of Union membership.

ARTICLE 2 **UNION SECURITY**

Section 2.01 All present employees who are members of the Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is later, shall remain members of the Union as a condition of employment. All regular employees hired hereafter who are placed on the seniority list shall become a member of the Union after thirty (30) calendar days of employment and remain members of the Union as a condition of employment

Section 2.02 Dues and Check-off. The Employer agrees that, upon receipt of a duly signed authorization card from an employee, the Employer shall deduct from such employee's wages, on the first payday of the month following receipt of the card, the standard Union initiation fees and monthly dues and shall deduct, on the first payday of each month thereafter, the standard monthly dues.

Section 2.03 The Union shall notify the Employer in writing from time to time of the amount of the initiation fees and dues to be deducted, and the person or persons to receive such funds on behalf of the Union. Monies so promptly deducted shall be remitted to the Union.

Section 2.04 The Union shall refund to the Employer, on behalf of the employee, any amounts erroneously deducted or remitted. No deduction shall be made that is prohibited applicable law. The Union shall defend and save the Employer harmless from any claims and expenses relating thereto arising out of such deductions and remittances.

Section 2.05 The Employer agrees to deduct from the pay of all employees covered by this Agreement "DRIVE" contributions and agrees to remit to the DRIVE office all such deductions prior to the end of the month for which the deductions are made. DRIVE deductions

Section 31.03 Effective May 1st during each year of this Agreement, covered employees will be eligible for five (5) days of sick leave, which will be payable only if the employee is hospitalized or as a result of a serious injury or illness requiring physician care and treatment is rendered unable to work for a specified period of time that is fully documented in writing and certified by a physician. Unused sick leave may be accumulated up to a maximum of fifteen (15) days.

Section 31.04 If an employee is granted a leave of absence, the Employer shall collect from said employee, for each month of the absence, in advance of the first day of the month, sufficient monies to pay the required contributions into the Fund during the period of absence. If an employee does not pay the required contributions in advance of the first of the month, the employee must immediately return to work or be subject to termination from seniority.

ARTICLE 32
PENSIONS

Section 32.01 The Employer shall make payments into the Central States, Southeast and Southwest Areas Pension Fund (hereinafter referred to as the "Pension Fund"), per week, for each eligible employee, as follows:

Effective 05/05/13	Effective 05/05/14
\$258.50	\$274.00

The benefits set forth in Section 32.01 and the obligations to make payments to the Pension Fund do not apply to a bona fide probationary employee.

Section 32.02 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, beginning with the first week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; provided, however, that such contributions shall not be paid for a period of more than twelve (12) months, beginning with the first week after contributions for active employment cease.

Section 32.0.3 If an employee is granted a leave of absence, the Employer shall collect from said employee, for each month of the absence, in advance of the first day of the month, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. If an employee does not pay the required contributions in advance of the first of the month, the employee must immediately return to work or be subject to termination from seniority.

ARTICLE 33
NON-DISCRIMINATION

**DRIVER BARGAINING UNIT AGREEMENT
BETWEEN
MURPHY WAREHOUSE COMPANY
AND
TEAMSTERS LOCAL NO. 120**

May 5, 2013 through May 4, 2016

RECEIVED

OCT 09 2013

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between Murphy Warehouse Company, hereinafter referred to as the "Employer" and the Teamsters Local No. 120, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union."

ARTICLE I **RECOGNITION**

1.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of the classifications covered by this Agreement.

1.02 The Union shall have equal opportunity with all other sources to refer suitable applicants. When the employer needs additional employees, the employer shall give the union equal opportunity with all other sources to provide suitable applicants, but the employer shall not be required to hire those referred by the Union. However, the Employer agrees that no applicant will be discriminated against because of Union membership.

ARTICLE 2 **UNION SECURITY**

2.01 All present employees who are members of the Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is later, shall remain members of the Union as a condition of employment. All employees hired hereafter shall become a member of the Union after thirty (30) calendar days of employment and remain members of the Union as a condition of employment after completing the probationary period.

2.02 Dues and Check-off. The Employer agrees that, upon receipt of a duly signed authorization card from any employee, the Employer shall deduct from such employee's wages on the first (1st) payday of the month following receipt of the card the standard Union initiation fees and monthly dues, and on the first (1st) payday of each month thereafter the standard monthly dues.

2.03 The Union shall notify the Employer in writing from time-to-time of the amount of the initiation fees and dues to be deducted, and the person or persons to receive such funds on behalf of the Union. Monies so promptly deducted shall be remitted to the Union.

2.04 The Union shall refund to the Employer on behalf of the employee any amounts erroneously deducted or remitted. No deduction shall be made that is prohibited by applicable law. The Union will defend and save the Employer harmless from any claim and expenses relating thereto arising out of such deductions and remittances.

2.05 The Employer agrees to deduct from the pay of all employees covered by this agreement "DRIVE" Contributions and agrees to remit to the DRIVE office all such deductions prior to the end of the month for which the deduction is made. "DRIVE" deductions will be

Compensation Act. In case of a compensable injury, the employee shall be paid in full for the day of the injury.

ARTICLE 30
HEATERS/AIR CONDITIONING

30.01 The Employer shall install heaters/air conditioning in all trucks purchased on or after May 1, 1994, and these shall be maintained in good working condition. No retrofitting will be required. The Employer shall repair heaters/air conditioners as soon as practical and inoperable air conditioning shall not be grounds for refusing to take a vehicle out.

ARTICLE 31
SEPARABILITY AND SAVINGS

31.01 If any Article or Section of this Agreement should be held invalid by operation of Law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the parties agree to be bound by the finding of the tribunal of competent jurisdiction,

ARTICLE 32
HEALTH & WELFARE AND SICK LEAVE

32.01 The Employer agrees to pay into the jointly-administered health and welfare fund (the "Fund") per week, for each eligible employee, as follows:

Effective 5-5-2013 the Company will continue to pay \$266.70 per week per employee and effective each year thereafter the Company will pay all increases up to \$20 per week per employee as designated by the Board of Trustees.

32.02 Effective May 1 during each year of this Agreement, covered employees will be eligible for five (5) days of sick leave which will be payable only if the employee is hospitalized or as a result of a serious injury or illness requiring physician care and treatment is rendered unable to work for a specified period of time that is fully documented in writing and certified by a physician. Unused sick leave may be accumulated up to a maximum of fifteen (15) days.

32.03 If an employee is granted a leave of absence, the Employer shall collect from said employee, for each week of the absence in advance, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence. If an employee does not pay the required contributions in advance of the first of the month the employee must immediately return to work or be subject to termination from seniority.

ARTICLE 33
PENSIONS

33.01 The Employer shall make payments into the Central States, Southeast, and Southwest Areas Pension Fund (hereinafter referred to as the "Pension Fund"), per week, for each eligible employee as follows:

<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
05/05/13	05.05.14	05/05/15
\$258.50	\$274.00	\$290.40

The benefits set forth in Section 33.01 and the obligations to make payments to the Pension Fund do not apply to a bona fide probationary employee.

33.02 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases,

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee resumes to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

33.03 If an employee is granted a leave of absence, the Employer shall collect from said employee, for each week of the absence in advance, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. If an employee does not pay the required contributions in advance of the first of the month the employee must immediately return to work or be subject to termination from seniority.

ARTICLE 34 **NON-DISCRIMINATION**

34.01 The employer and the union agree not to discriminate against any applicant or employee on the basis of race, color, creed, religion, national origin, sex, marital status, with regard to public assistance, disability unrelated to ability to perform the job, or age. Whenever the male gender is used in this Agreement, it shall be construed as including the female gender.

ARTICLE 35 **LABOR MANAGEMENT COMMITTEE**

35.01 A Labor Management Committee consisting of two representatives of the Union and two representatives of the Employer will meet quarterly (or on request of either party between quarterly meetings) to discuss matters of mutual concern. The meetings are not intended to be used to process grievances. The agenda shall be in writing and will consist of items submitted by either party to the other in advance. The minutes will be prepared by the Employer representatives subject to verification of their accuracy by the Union representatives. When verified, the minutes will be posted on the bulletin boards for employee information.

AGREEMENT

BETWEEN

NES, INC.

AND

TEAMSTERS LOCAL UNION NO. 236

APRIL 2, 2014 THROUGH APRIL 1, 2017

RECEIVED

APR 21 2014

**CONTRACT
DEPARTMENT**

ARTICLE I

RECOGNITION: The Employer recognizes, pursuant to Section 9 (a) of the LMRA the Union as the sole and exclusive bargaining representative of all full-time and regular part-time truck drivers at the Employer's Paducah, Kentucky and Calvert City, Kentucky facilities, excluding all office employees, professional employees, guards and supervisors as defined under the Act.

1-2. Scope and Parties: The Employer is an individual Company, and the Agreement shall apply to the Company's facilities and operations in Western Kentucky. Neither this Article nor any other provisions of this Agreement shall apply to those operations or departments where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement.

1-3. Entirety of Agreement: This Agreement represents the entire written Contract between the parties and it supersedes any previous Agreement, Supplements Riders or Addenda, whether-written or verbal. Neither the Union nor the Employer shall have the right to add to, subtract from or change the terms of the Agreement without mutual written consent of all parties hereto.

1-4. Transfer of Company Title: In the event the NES Rentals Facility in Paducah, KY is sold the Company will advise the purchaser that the NES Rentals Facility in Paducah, KY has a labor agreement with Teamsters Local 236. The Employer shall give notice to the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement or any part thereof. Such notice shall be in writing with a copy to the Local Union, at the time the Seller, transferor or lessor executes a contract or transaction as herein described. The Local Union shall be advised of the exact nature of the transaction, not including the financial details.

ARTICLE II

UNION SECURITY

2-1. (a) All present employees who are members of the Union on the effective date of this subsection, or on the date of execution of this Agreement, whichever is the later, shall remain members in good standing, as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing, as a condition of employment on and after the 31st day following the effective date of this subsection, whichever is the later. The provisions of this subsection shall not be enforced, unless the requirements of state law, if any are met.

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

SICK LEAVE

NES Paid Time Off Policy in effect as of April 2, 2011, with any subsequent changes or modifications put into effect by the Company, company wide, during the life of the Agreement.

ARTICLE XV

CENTRAL STATES PENSION FUND

The Company shall contribute to Central States Pension Fund for each employee who has been on the payroll thirty one (31) days.

<u>April 2, 2014</u>	<u>April 2, 2015</u>	<u>April 2, 2016</u>
\$111.50 per week	\$116.00 per week	\$120.60 per week

ARTICLE XVI

HOLIDAY PAY

16-1. Employees shall be entitled to the holidays named in Article X and shall be paid at the rate of eight (8) hours straight-time pay for the holidays.

ARTICLE XVII

EQUIPMENT, ACCIDENTS, REPORTS

17-1. EQUIPMENT: The Company shall not require employees to operate any equipment or vehicle that the Company knows is not in safe-operating condition. It shall not be a violation of this Agreement for employees to refuse to operate such equipment.

Where equipment is in need of repair or otherwise defective, the employee shall immediately report the condition to his supervisor.

17-2. ACCIDENTS: Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Company and shall turn in all available information.

17-3. PAID FOR TIME: Where an employee leaves work because of an on-the-job injury, the time lost from work up to the end of the normal workday of the date of injury shall be paid by the Company.

AGREEMENT

NES RENTALS MANAGEMENT SERVICES L.L.C.

MAY 01, 2015 - APRIL 30, 2020

This Agreement made this 1st day of May, 2015 by and between NES Rentals Management Services, L.L.C. located at 11043 Gravois Industrial Court in St. Louis, Missouri hereinafter called the "Employer", party of the first part, and Local Union 682, affiliated with the International Brotherhood of Teamsters, or its successors, party of the second part, hereinafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I - RECOGNITION

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

Section 2. The term "employee" as used in this Agreement shall include all truck drivers, all chauffeurs and helpers, but excluding executive, supervisors, office, professional employees, guards, parts and warehouse employees and clerical employees.

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

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

Section 5. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the employer in the unit which is the subject of this agreement shall become members of the Union not later than thirtieth (30) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this agreement and who are not now members of the Union not later than the thirtieth day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

provisions of this participation agreement and any provisions of the collective bargaining agreement, this participation agreement shall control.

The Employer acknowledges that it is aware of the Fund's adverse selection rules (including special bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year (10) written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund receives actual written notice of the existence of the Employer's liability.

This Agreement may not be orally modified or terminated.

ARTICLE XII - PENSION

Effective May 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund ("CSPF") the sum of Two Hundred Seventeen Dollars and Twenty Cents (\$217.200) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 1, 2016, the Employer shall contribute to CSPF the sum of Two Hundred Twenty Five Dollars and Ninety Cents (\$225.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 1, 2017, the Employer shall contribute to CSPF the sum of Two Hundred Thirty Four Dollars and Ninety Cents (\$234.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 1, 2018, the Employer shall contribute to CSPE the sum of Two Hundred Forty-Four Dollars and Thirty Cent (\$244.30) per week for each employee covered by this Agreement who have been on the payroll thirty (30) days or more.

Effective May 1 2019, the Employer shall contribute to CSPE the sum of Two Hundred Fifty Four Dollars and Ten Cent (\$254.10) per week for each employee covered by this Agreement who have been on the payroll thirty (30) days or more.

These contributions shall be made on all employees receiving any compensation from the Employer for any week except where the only compensation received by an employee is holiday pay.

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

Section 3. Except as otherwise provided in this Agreement, the Employer agrees to refrain from using the trucking services covered by this Agreement of any person who does not observe the wages, hours and conditions of employment established by Teamsters Local Union No. 682 over the type of services performed

ARTICLE XVI - NO STRIKE

It is agreed that no officer or official of the Union or any of its local shall assist or encourage and there shall be no picketing, Employer or product-derogation hand billing supporting strikes, sympathy strikes, sit-down, slow-downs, work stoppages or any other activity which interferes with the Employer's operations in the production, distribution or sale of the products of the Employer during the life of this agreement. If any employee or group of employees represented by the Union should violate the intent of this paragraph, the Union shall take immediate affirmative action and use every means available to prevent such illegal acts and take all necessary steps to the end that work will be properly and orderly resumed. Violation of the provisions of intent of this paragraph shall be grounds for disciplinary action or discharge. The Employer agrees that it will not lock out the employees during the life of this Agreement. If any representative of the Employer violates the intent of this paragraph, the Employer shall take immediate affirmative action to end that violation.

ARTICLE XVII - SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or of any riders thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provisions in this agreement to the contrary.

ARTICLE XVIII - SUCCESSOR CLAUSE

In the event the Employer sells or leases all or any part of the business during the term of this Agreement, it shall inform the purchaser or lessee of the exact terms of this Agreement.

ARTICLE XIV - DURATION OF AGREEMENT

All of the terms and conditions of this Agreement shall become effective as of the 1st day of May, 2015 and shall remain in full force and effect until the 30th day of April, 2020 and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

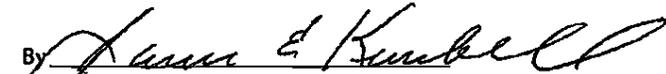
Should the parties reach an agreement upon the terms and provisions of a new contract or a contract containing the desired modifications, at a time subsequent to the termination date of this Agreement, then in such event all of the terms and provisions of the new agreement or the agreement containing the desired modifications shall be made retroactive to the termination date of this Agreement.

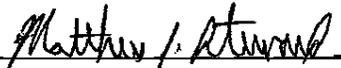
In witness whereof, the parties hereto have signed and executed this and several other copies hereto, the day and year first above written.

NES RENTAL MANAGEMENT SERVICES, LLC.

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

By 
Mark
Market Manager
5-14-15

By 
James E. Kimball
President

By 
Matthew J. Stewart
Secretary-Treasurer

By _____
Committeeman



**LOCAL UNION ADDENDUM TO
ARTICLES OF CONSTRUCTION AGREEMENT
ILLINOIS CONFERENCE OF TEAMSTERS
AND THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS**
~~2006-2010~~ 2012-2014

The parties to this Addendum are ~~NATIONAL EQUIPMENT SERVICES, INC.~~ ^{ROADSAFE TRAFFIC SYSTEMS, INC} (CONTRACTOR), THE ILLINOIS CONFERENCE OF TEAMSTERS (CONFERENCE), the exclusive collective bargaining representative designated by a majority of the CONTRACTOR'S Teamster bargaining unit employees, and TEAMSTERS LOCAL UNION NO. 627 (LOCAL UNION), an affiliate of the Illinois Conference of Teamsters, which acts as the duly authorized representative of the CONFERENCE in entering into this Addendum.

- 2012 - 2014
- A. As a signatory to the ~~2002-2006~~ 2012-2014 Articles of Construction Agreement, CONTRACTOR acknowledges that CONFERENCE is and remains the duly authorized bargaining representative of CONTRACTOR'S Teamster bargaining unit employees. LOCAL UNION signatory to this Addendum acknowledges that it has negotiated the terms and provisions solely as duly authorized agent of CONFERENCE, which remains the duly recognized exclusive bargaining representative of CONTRACTOR'S Teamster employees.
- B. The terms of this Addendum shall apply only to work performed in the jurisdictional area of LOCAL UNION. The terms of the master agreement, known as the ~~2006-2010~~ 2012-2014 Articles of Construction Agreement (Master Agreement), which are incorporated by reference herein, shall apply only to work performed by CONTRACTOR in the jurisdictional area of LOCAL UNION.
- C. This Addendum shall take effect when it is signed by LOCAL UNION, on behalf of CONFERENCE, and CONTRACTOR, following ratification by the membership. It is expressly understood and agreed by the parties that all provisions of the Master Agreement are incorporated by reference in this Addendum, and that CONTRACTOR and LOCAL UNION shall sign and execute the Master Agreement when it is presented in written form.
- D. The following negotiated provisions shall apply to this Addendum:
1. CONTRACTOR shall have a thirty (30) day probationary period for all new hires.
 2. CONTRACTOR may utilize staggered starting times between 5:30 a.m. and 7:30 a.m., at any intervals as determined by CONTRACTOR, with no overtime for early starts, except as may be required by law.

MAR 23 2013

CONTRACT
DEPARTMENT

3. CONTRACTOR on Premium Days (Saturday and Sunday) are required to pay 2 hours show up time, 4 hours if employee starts to work. After the 4 hours employee will be paid only for actual hours worked.
4. CONTRACTOR will stay with the Shift Work hours and rules as already outlined in the Articles of Construction Agreement.
5. CONTRACTOR agrees to the following letter as far as staying in Teamsters Local 627's jurisdiction. (see attached letter)

E. MECHANIC AGREEMENT

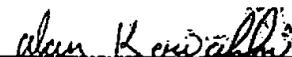
1. CONTRACTOR agrees to the wages and benefits as provide below:
 - Wages:
 - 1 year - \$18.75
 - 2 years - Articles of Construction Agreement Wage Increases
 - 3 years - Articles of Construction Agreement Wage Increases
 - 4 years - Articles of Construction Agreement Wage Increases
2. CONTRACTOR agrees to pay benefits as provided in Articles of Construction Agreement
3. CONTRACTOR shall not provide a Uniform Allowance.
4. CONTRACTOR shall be permitted to use Mechanic as a driver in case of emergency, at the driver's wage rate, but Mechanic will not be used to permanently replace any driver on the current Driver Seniority List.

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CONTRACT AGREEMENT

TEAMSTERS LOCAL NO. 627

NATIONAL EQUIPMENT SERVICES, INC.

By 
Keith E. Gleason
President

By 

Date 12-13-06

Date 12-22-06

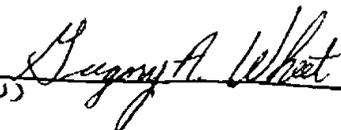
THE PARTIES AGREE THAT THIS LOCAL UNION ADDENDUM SHALL APPLY TO THE ARTICLES OF CONSTRUCTION AGREEMENT FOR 2012-2014:

TEAMSTERS LOCAL NO. 627

ROADSAFE TRAFFIC SYSTEMS, INC.

By: Gregory A. Wheat

By: MARGARET BENNETT


(SIGN)



DATE: 3-18-13

DATE - 3-18-13

1/18/13

**ROADSAFE TRAFFIC SYSTEMS
ACCOUNT NO.: 3742500-0100-00682A**

Effective 2/1/13

LETTER OF UNDERSTANDING AND AGREEMENT

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

ROADSAFE TRAFFIC SYSTEMS

LOCAL UNION NO. 682

By: *[Signature]*

By: *James E. Kimball*

Title: *GENERAL COUNSEL*

Title: *President*

Date: *1-31-13*

Date: *2-1-13*

AGREEMENT
RoadSafe Traffic Systems
February 1, 2014 — February 28, 2017

This agreement made this 1st day of February, 2014 by and between RoadSafe Traffic Systems located in St. Louis, Missouri hereinafter called the "Employer", and its successors, and Teamsters Local Union 682, affiliated with the International Brotherhood of Teamsters, and its successors, hereinafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I — Recognition

Section 1. The Employer agrees to recognize, and does hereby recognize, the union, its agents, representatives or successors, as the exclusive bargaining representative for the employees of the Employer as hereinafter described, who work in the territorial jurisdiction of the Union.

Section 2. The term "Employee" as used in this agreement shall include all Teamsters, including all Certified Coordinators, Drivers, ATSSA Traffic Control Specialist, PM Operator., and exclude executives, office employees, professional employees, guards and clerical employees.

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

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

Section 5. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this agreement shall become members of the Union not later than Thirty-First (31st) day following the beginning of their employment or the execution day of this agreement which ever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union Shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of the persons who were in the employee of the employer prior to the date of this agreement and who are not now members of the Union not later than the Thirty-First (31st) day following the execution day of this agreement.

Effective February 1, 2015 any increase in the weekly contribution rate to the Fund shall be paid by the *total package increase* in accordance with Article V, Wages.

Effective February 1, 2013 any increase in the weekly contribution rate to the Fund shall be paid by the *total package increase* in accordance with Article V, Wages.

Section 2. By execution of this Agreement, the Employer adopts and becomes a participating party of the Trust Agreement for the establishment of the Local 682 Health & Welfare Trust Fund.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, based on forty hours per week for this period only.

- If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months, based on forty (40) hours per week for this period only.

Section 4. In the event any employer is delinquent in payment of his contributions to the Health and Welfare Fund, the matter shall be referred to the Union President, or his designated representative, representing the Union and an officer of the company, or his designated representative. Any attempt shall be made to adjust the matter within two (2) weeks after the Union representative has advised the company representative such delinquency exists. In the event the two representatives cannot correct the delinquency to their mutual satisfaction within the stated two (2) week period, the Union shall be free to take such actions as it deems necessary until such delinquency payments are made, and it is further agreed that in the event such action is taken.

ARTICLE XII – Pension CSPF

_____ Effective February 1, 2014 the employer shall contribute to the Central States Southeast and Southwest areas pension fund the One Hundred Fourteen Dollars (\$114.00) per week for each employee covered by this agreement who has been on the payroll sixty (60) days or more.

Effective February 1, 2015 the employer shall contribute to the Central States Southeast and Southwest areas pension fund the sum of One Hundred Twenty Dollars and Eighty Cents (\$120.80) for each employee who has been on the payroll for sixty (60) days or more.

Effective February 1, 2016 the employer shall contribute to the Central States Southeast and Southwest areas pension fund the sum of One Hundred Twenty-Five Dollars and Sixty Cents (\$125.60)) for each employee who has been on the payroll sixty (60) days or more.

The Fund shall be the Central States, Southeast and Southwest areas pension fund. There shall be no other Pension fund under this agreement or for operations under the Southeast and Southwest areas agreement to which employers who are party to.

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

ARTICLE XIII — Picketing Clause

It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action, or permanent replacement, in the event an employee refuses to go through any lawful primary picket line, including a lawful primary picket line of the Union party to this agreement or others, and including a lawful primary picket line at the Employer's place of business or elsewhere. The provisions of this article shall not survive the expiration date of this agreement.

ARTICLE XIV — Reimbursement of Expenses

When an employee is sent out of town overnight, he shall be reimbursed for all reasonable expenses for lodging and the company shall have a per diem meal allowance of Twenty-Five Dollars (\$25.00) per every night spent out of town.

ARTICLE XV — Job Security

Section 1. The terms and provisions of this Article have been negotiated and agreed upon by and between the parties for the purpose of providing covered employees with the maximum job security and steady employment warranted by the Employer's business, and for the additional purpose of providing against the diminution of established wage scales and working conditions which may result if persons outside of the bargaining unit here involved are free to do like work for less.

Section 2. Except as otherwise provided in this Agreement, the Employer shall not direct, require or permit any of its employees who are not included within the bargaining unit covered by this Agreement to do or perform any of the work which is done or performed by those within the bargaining unit. Nor shall owners, employers, those having a proprietary interest in the business, or persons outside of this bargaining unit, be directed, required or permitted to do or perform any of said work.

Section 3. Except as otherwise provided in this Agreement, the Employer agrees to refrain from using the trucking services covered by this Agreement of any person who does not

Of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provisions in this agreement to the contrary.

ARTICLE XIX – Duration of Agreement

All of the terms and conditions of this agreement shall become effective as of the 1st day of February, 2014 and shall remain in full force and effect until the 28th day of February, 2017 and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

The terms and conditions of this Agreement shall remain in full force and effect so long as the parties continue to negotiate in good faith in an effort to reach a complete agreement on a new contract or modification hereof. Such negotiations shall continue until either a new Agreement is reached or until the parties conclude they have reached impasse.

Should the parties reach an agreement upon the terms and provisions of a new contract or a contract containing the desired modifications, at a time subsequent to the termination date of this contract, then in such event all of the terms and provisions of the new contract containing the desired modifications shall be made retroactive to the termination date of this contract.

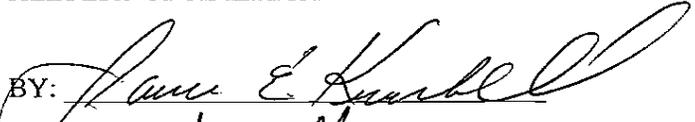
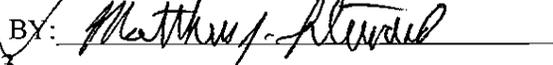
ROADSAFE TRAFFIC SYSTEMS

BY: 
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DEC 23 2014

CONTRACT
DEPARTMENT

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

BY: 
BY: 

COLLECTIVE BARGAINING AGREEMENT

by and between

TEAMSTERS LOCAL UNION NO. 731

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

TEAMSTERS JOINT COUNCIL NO. 25

and

KLÖECKNER METALS CORPORATION



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OCT 08 2014

**CONTRACT
DEPARTMENT**

effective

September 1, 2014 through August 31, 2017

KLÖECKNER METALS CORPORATION

ARTICLE I – AGREEMENT – EFFECTIVE DATE

Section 1. (a) This Agreement, made and entered into at Chicago, Illinois, the first day of September 2014, by and between Klöeckner Metals Corporation (hereinafter referred to as the “EMPLOYER”) and the Excavating, Grading, Asphalt, Private Scavengers and Recyclers, Automobile Salesroom Garage Attendants, Linen and Laundry and Machinery, Scrap Iron, Steel and Metal Trade Chauffeurs, Handlers, Helpers and Alloy Fabricators Local Union No. 731 (hereinafter referred to as the “UNION”):

WITNESSETH

(b) Whereas, the UNION has bargained on behalf of Warehouse, Production, Shipping and Receiving Employees of the EMPLOYER, and

Whereas, the UNION and the EMPLOYER have reached accord on the terms and provisions of an Agreement that shall be binding upon each of them for the term hereinafter set forth;

Now, therefore, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

(c) Effective Date: This Agreement shall be effective as of 12:01 a.m. on September 1, 2014, and shall remain in force and effect until 11:59 p.m. on August 31, 2017.

(d) Negotiation Relationship: KLÖECKNER METALS CORPORATION and the UNION have entered into a collective bargaining relationship, commencing after UNION recognition, which occurred in January 1996. It is understood that the EMPLOYER and the UNION have negotiated an initial contract and that neither party is bound by any past practice at the NAMASCO CORPORATION facility.

ARTICLE II – RECOGNITION AND UNION SECURITY

Section 1. (a) The EMPLOYER hereby recognizes the UNION as the sole and exclusive Bargaining Agent for all of its Production and Warehouse Employees located at 12900 South Metron Drive, Chicago, Illinois, 60633-2391, except Office Clerical Employees, Sales, Administrative, Guards and Supervisors as defined in the Act.

(b) The discipline and/or discharge of any Employee covered by this Agreement shall be discussed at the request of the Employee with the Chief Steward or Shift Steward, as the case may be, and the Chief Steward shall be kept informed as to all such matters. In the event the Chief Steward is unavailable, the UNION may designate someone to assume his/her duties.

Sec. 6. Employee Contribution: During the term of this Agreement, the Employee contribution will be as follows:

Contribution Per Week

■ <u>Employee only:</u>	<u>9/1/14</u>	<u>9/1/15</u>	<u>9/1/16</u>
■ Disability:	\$ 1.20	\$ 1.20	\$ 1.20
■ Medical:	<u>\$31.55</u>	<u>\$31.01</u>	<u>\$30.58</u>
■ Total:	\$32.75	\$32.21	\$31.78

■ **Employee and Children:**

■ Disability:	\$ 1.20	\$ 1.20	\$ 1.20
■ Medical:	<u>\$65.34</u>	<u>\$64.23</u>	<u>\$63.33</u>
■ Total:	\$66.54	\$65.43	\$64.53

Contribution Per Week

■ <u>Employee and Spouse:</u>	<u>9/1/14</u>	<u>9/1/15</u>	<u>9/1/16</u>
■ Disability:	\$ 1.20	\$ 1.20	\$ 1.20
■ Medical:	<u>\$70.76</u>	<u>\$69.56</u>	<u>\$68.59</u>
■ Total:	\$71.96	\$70.76	\$69.79

■ **Employee and Family:**

■ Disability:	\$ 1.20	\$ 1.20	\$ 1.20
■ Medical:	<u>\$78.65</u>	<u>\$77.31</u>	<u>\$76.23</u>
■ Total:	\$79.85	\$78.51	\$77.43

■ **Employee and Spouse Split:**

■ Disability:	\$ 1.20	\$ 1.20	\$ 1.20
■ Medical:	<u>\$70.76</u>	<u>\$69.56</u>	<u>\$68.59</u>
■ Total:	\$71.96	\$70.76	\$69.79

ARTICLE XVIII – PENSION PLANS

Section 1. (a) Each year during the term of this Agreement the UNION or the Pension Fund will provide or cause to be provided to the EMPLOYER upon written request the following documentation with respect to the Central States Pension Plan (hereinafter referred to as the “Plan”):

1. The annual report (Form 5500) of the Plan, including Schedule B – Actuarial information and the Auditor’s report and financial statement attached thereto;
2. A description of the method used by the Plan to calculate withdrawal liability, highlighting any changes in the same that occurred during the past year;
3. A recapitulation of the Plan’s records of the Employer’s contribution to the Plan, the Plan’s un-funded vested benefits and any other relevant variable used to calculate withdrawal liability, with such information covering the years that would be taken into account if the Employee were to withdraw from the Plan in the year following the date on which such information is provided; and
4. An estimate of the Employer’s withdrawal liability if the EMPLOYER were to withdraw from the Plan in the year following the date on which such information is provided.

(b) The documentation described in item 1 as shown above will be available to the EMPLOYER within five (5) business days of the date on which it is filed with the Internal Revenue Service. The information described in items 2 through 4 above will be provided to the EMPLOYER within thirty (30) days after it becomes available after such other period as is used to compute withdrawal liability. The preceding information upon written request will be provided to the EMPLOYER without charge. If the Employer’s obligation to contribute to the Plan (either on an ongoing basis or to discharge actual or possible withdrawal liability) survives this Agreement, the Union’s obligation to provide the preceding documentation will survive for a like period of time.

(c) The EMPLOYER will provide Eighty Dollars and Eighty Cents (\$80.80) per Employee, per week that any compensation is issued from September 1, 2014 through August 31, 2015, and September 1, 2015 through August 31, 2016, Eighty Five Dollars and Sixty Cents (\$85.60) and September 1, 2016 through August 31, 2017, Eighty Nine Dollars (\$89.00) per Employee, per week that any compensation is issued to the Central States Southeast and Southwest Area Pension Fund Schedule B. It will be the Union’s sole responsibility to provide a summary plan description and plan documents for members of the Bargaining Unit, and they are to provide any and all documentation under the Employees Retirement Income Security Act of 1974 (ERISA) required by the government. Any time an Employee works during a week, the EMPLOYER will be obligated to pay that pension for that week for that Employee. New Employees will be included, for the purpose of pension contributions, after thirty (30) calendar days of employment.

ARTICLE XIX – PAY

Section 1. (a) The pay scale of each Employee covered by this Agreement and the classifications to such Employees are set forth in Appendix 1, which is attached hereto and form part of this Agreement.

(b) The rate of pay shall be determined conclusively by the work classification to which an Employee is assigned, and not with any reference to the Employee or his/her ability.

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

NATIONAL BLOCK COMPANY

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

RECEIVED

DEC 04 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, effective as of the 21st day September, 2012, by and between the National Block Company, located at 39000 Ford Road, Westland, Michigan, 48185, hereinafter referred to as the Employer, , and Teamsters Local Union No. 247, an affiliate of the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan, hereinafter called the Union.

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

ARTICLE 1 RECOGNITION, UNION SHOP AND DUES

1.1 The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Article 27.

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

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

1.3 The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of the Union and pay such amount deducted to said Union for each and every employee; provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payments to the Union as aforesaid.

1.4 A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) working day trial basis during which period he may be released or discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or

delivery, in any way, using any means, manner, or person, available to the Employer without interference from the Union.

**ARTICLE 13
MAINTENANCE OF STANDARDS**

13.1 The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, provided they are not in conflict with or limited by the terms of other provisions of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section do not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days when the Employer has knowledge of such error.

**ARTICLE 14
HEALTH AND WELFARE AND PENSION**

14.1 The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF), for each employee covered by this Agreement who has completed their probationary period with the Employer, a contribution of:

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

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

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

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

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

14.1.1 All payments into the MCTWF must be made within fifteen (15) days from

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

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

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

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

14.1.4 In the event the pension fund seeks to require more in contributions paid by the Employer, than the rates set forth above in Section 14.1.2 of this Article, the Employer shall have the right at the Employer's option, of: (1) if the first (1st) increase by the pension fund is equal to or less than five percent (5%) of the weekly premium, the Employer may offset the increase by adjusting wage rates accordingly; or (2) re-opening this Agreement early, on any or all provisions of this Agreement, including what employees and progression employees may be required to pay by way of premium sharing for any benefits, and any language of this Agreement ("Re-opener Bargaining"), with the only exclusion from the Re-opener Bargaining being the amount of the pension fund's required contributions as set forth in Section 14.1.2 above. Re-opener Bargaining may be initiated by the company by giving not less than thirty (30) days written notice to the Union, in which event, if such written notice is given by the Employer, this Agreement shall be subject to Re-opener Bargaining on the first (1st) Friday following the thirtieth (30th) day after the date of the Employer's written notice.

14.1.5 Contributions to the MCTWF and to the pension fund must be made for each week on each regular employee even though such employee may work only part time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Agreement.

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

14.1.7 If an employee is absent because of illness or off-the-job injury, and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the MCTWF and pension fund for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions and shall not be paid for a period of more than twelve (12) months maximum on any one (1) injury including recurrence of same injury.

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

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

14.1.10 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of its contribution to the health and welfare and/or pension funds, and after the proper official of the Union shall have given seventy-two (72) hours' written notice to the Employer of such delinquency in the health and welfare and pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event of such action being taken, the Employer shall be responsible to the employees for losses resulting therefrom.

14.1.11 It is agreed that the welfare fund and the pension fund will be separately administered, each jointly, by the Employers and the Union in compliance with all applicable laws and regulations, both state and federal.

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

ARTICLE 15 PAID-FOR TIME

15.1 All employees covered by this Agreement shall be paid for all time spent in the

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE NATIONAL READY MIX
AND
TEAMSTERS LOCAL UNION No. 247,
an affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Effective: from April 1, 2015 through March 31, 2018

RECEIVED

JUL 14 2015

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April 2015, by and between National Ready Mix, its successors and assigns, hereinafter called "The Company", TEAMSTERS LOCAL UNION No. 247 an affiliate of the International Brotherhood of Teamsters, (said Union acting for itself as agent for and in behalf of each and every one of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called "The Union".

WITNESSETH

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

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

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

ARTICLE I REPRESENTATION

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: all drivers of transit mix concrete trucks, all transit mix concrete yard personnel, including transit mix concrete truck mechanics, maintenance personnel, advanced mechanics, mechanic helpers, drivers of sand and gravel trains employed by the Company at its facility located at 39000 Ford Road, Westland, Michigan, 48185. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

B. All present employees who are members of the Union on the effective date of this Section shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter shall on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Union as a condition of employment. The parties agree that Article I, Section B, of this Agreement's "Union Security Clause" will not be enforced by either party unless and until, it is lawful to do so under state and/or federal law.

**ARTICLE XIX
PENSION**

A. 1. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Fund") which shall be jointly established and administered between the Company and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. Effective on signing the Company agrees to pay upon completion of the probationary period and retroactive to the thirtieth (31st) calendar day of employment not more than the following pension contributions:

<u>Effective Date:</u>	<u>Rate per Day:</u>	<u>Maximum per Week:</u>
04/01/15	\$57.20	\$286.00
06/01/15	\$59.50	\$297.50
06/01/16	\$61.90	\$309.50
06/01/17	\$64.40	\$322.00

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

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

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

E. The Employer agrees to establish and maintain a 401 (k) plan.

**ARTICLE XX
MAINTENANCE OF STANDARDS**

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

**ARTICLE XXI
MANAGEMENT RIGHTS**

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

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

**ARTICLE XXII
PROTECTION OF RIGHTS**

A. Employees shall not be subject to disciplinary action or discharge or permanent replacement if they refuse to make a delivery at the location of an employer where all of

AGREEMENT

NATIONAL SALES COMPANY, INC.

THIS AGREEMENT, dated the 1st day of June, 2014, by and between NATIONAL SALES COMPANY, INC. or its successors, located in St. Louis, Missouri, hereinafter called the "Company", party of the First Part, and LOCAL UNION NO. 682, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, party of the Second Part, hereinafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I - RECOGNITION

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

Section 2. The term "Employee" as used in this Agreement shall include all chauffeurs and regular helpers, but excluding Executives, Supervisors, Office, Professional Employees, Guards and all employees covered by other unions.

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

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

These contributions shall be made for any payroll week during which the employee receives payment from the Employer for either wages, show-up time, vacation time or holiday pay.

By the execution of this Agreement, the Employer adopts and agrees to abide by the present Trust Agreement and the Health and Welfare benefits established through collective bargaining as aforesaid, but the Company assumes no liability other than to make the contributions required under this Article.

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

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. The Employer shall continue to make the Health and Welfare contributions for all regular employees who are laid off through no fault of their own for the entire month in which they are laid off.

Prompt payments into this Fund are imperative and shall be made immediately after the end of each month. Any Employer failing to remit accrued contributions within three (3) weeks after they are due shall be considered as having violated this Agreement and shall be subject to suit or strike, anything to the contrary elsewhere in this Agreement notwithstanding. In the event suit is filed, and in addition to contributions due, the Employer agrees to pay the cost of expenses incurred, including court cost and reasonable attorney's fees as agreed between the parties or as shall be approved by the Court.

ARTICLE XVI - PENSION

Effective June 1, 2014, the Employer shall contribute to the Pension Fund the sum of Two Hundred Nine Dollars and Twenty cents (\$209.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2015, this contribution shall be increased to Two Hundred Seventeen Dollars and Sixty cents (\$217.60) per week per employee. Effective June 1, 2016, this contribution shall be increased to Two Hundred Twenty-Six Dollars and Thirty cents (\$226.30) per week per employee.

These contributions shall be made for any payroll week during which the employee receives payment from the Employer for either wages, show-up time, vacation time or holiday pay.

The Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this Contract or for operations under the Southeast and Southwest Areas Contracts to which the Employers who is a party to this Contract is also a party.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. When an employee is on layoff, the Employer shall continue to make payments for the Pension Program the balance of the month during which the employee is laid off.

Prompt payments into this Fund are imperative and shall be made immediately after the end of each month. Any Employer failing to remit accrued contributions within three (3) weeks after they are due shall be considered as having violated this Agreement and shall be subject to

suit or strike, anything to the contrary elsewhere in this Agreement notwithstanding. In the event suit is filed, and in addition to contributions due, the Employer agrees to pay the costs and expenses incurred, including court costs and reasonable attorney's fees as agreed between the parties or as shall be approved by the Court.

ARTICLE XVII - EMPLOYEE SECURITY CLAUSE

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action, or permanent replacement, in the event an employee refuses to go through any lawful primary picket line, including a lawful primary picket line of the Union party to this Agreement or others, and including a lawful primary picket line at the Employer's place of business or elsewhere. The provisions of this Article shall not survive the expiration date of this Agreement.

The Union agrees that in the event the Employer becomes involved in a controversy with any other union, the Union will do all in its power to help effect a fair settlement.

ARTICLE XVIII - UNAUTHORIZED ACTIVITY

It is understood and agreed that the Union shall have no financial liability for the acts of its members or agents which are unauthorized and which the Union cannot control. In the event of any unauthorized action, the Union, upon receiving notice thereof, shall use all reasonable means to end said conduct, including but not limited to using all resources available under its Constitution and By-laws and by letter or by telegram with a copy to the Company, immediately ordering said employees to return to work and to cease from engaging in any violation of this contract. In order that the Employer may be apprised of the Officer of the Union empowered to authorize strikes, work stoppages, or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the President or Secretary-

Act, Section 1981, Title VII of the Civil Rights Act, as amended, including the 1991 Amendments, the State of Missouri and Illinois Human Rights Act, ERISA, Section 287 R.S.Mo., the Polygraph Protection Act, USERRA, as well as those set forth in the Grievance and Arbitration provision of this Collective Bargaining Agreement. This provision is subject to the grievance procedure.

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three (3) years from the 1st day of June, 2014 through the 31st day of May, 2017 and there shall be no reopening during the term of the Agreement.

Either party may, sixty (60) days prior to the expiration date, give written notice of a desire to cancel this Agreement as of the expiration date or to make generally specified amendments to this Agreement. If, prior to the ensuing expiration date, the parties fail to agree upon a successor Agreement, then this Agreement shall terminate upon such expiration date or upon such later date as may be mutually agreed upon in writing by the parties.

NATIONAL SALES COMPANY, INC.

BY:



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

RECEIVED

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CONTRACT
DEPARTMENT

BY:

BY:




**AGREEMENT BY AND BETWEEN
HD SUPPLY WATERWORKS**

and

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

**Effective
August 1, 2013 through and including July 31, 2018**

RECORDED

MAY 07 2014

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 31th day of July, 2013, by and between HD SUPPLY WATERWORKS, located at 6575 23 Mile Road, Shelby Township, MI. 48316 and 4901 Dewitt Road, Canton, MI 48188, party of the first part and hereinafter termed the "Company" and TEAMSTERS LOCAL UNION No. 247, an affiliate of the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan 48216, party of the second part, hereinafter called the Union.

ARTICLE I SCOPE OF AGREEMENT

Section 1. The Company recognizes the Union as the exclusive representative of all employees who are employed in the job classifications listed in Schedule "A" for the purposes of collective bargaining in respect to wages, hours of employment or other conditions of employment, subject to the provisions of applicable laws. For purposes of this Agreement, the term employees shall refer to those employed by the Company in job classifications listed in Schedule "A".

Section 2. The terms of this Agreement shall apply to all bargaining unit employees and shall cover all accretion to or relocation of bargaining unit employees within a fifty (50) mile radius of existing locations.

ARTICLE II UNION SHOP AND DUES

Section 1. All present employees who are members of the Union on the effective date of this Section shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter shall, on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later, become and remain members in good standing of the Union as a condition of employment.

The parties agree that the contract's union security clause will not be enforced by either party unless, and until, it is lawful to do so under state and/or federal law.

Section 2. The Company agrees to deduct from the pay of each employee all dues and/or initiation fees of the Union and pay such amount deducted to the Union for each and every employee working in the classifications hereinafter set forth, provided however that the Union presents to the Company authorizations, signed by such employee, allowing such deductions and payments to the Union. The Company will transfer all monies so deducted to the Union by the end of the month in the month such deductions are made. In the event any Company is delinquent at the end of a monthly period in the payment of such deductions to the Union and after the proper official of the

holidays shall be paid twice the regular for hours actually worked, in addition to the eight (8) hours referred to above.

Section 3. In order to qualify for eight (8) hours of straight-time pay for a holiday not worked, it is provided that regular employees must work the regular scheduled work day which immediately precedes the holiday, and the regular scheduled work day which immediately follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to. Employees who are on excused absence due to sickness or off-the-job injury which absence began within a thirty (30) calendar day period prior to a holiday will still be eligible for holiday pay.

Section 4. The holidays for purposes of Sections 1, 2 and 3 above are Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Memorial Day, Independence Day and two (2) floating holidays.

Section 5. Floating holidays will be paid on the basis of eight (8) hours at the straight-time wage rates if those floating holidays are not worked during the calendar year.

Requests for use of floating holidays must be made by the employee to the Company in advance and will be reviewed by the Company with due regard to the desires and preferences of the employees, but consistent with efficient operations. The final decision as to the floating holiday time off will rest with management, provided there is no discrimination. Floating holidays cannot be accumulated.

ARTICLE XI HEALTH AND WELFARE AND PENSION

Section 1. Employees shall be covered under the HD SUPPLY WATERWORKS benefit plans for health, life, and disability coverage as defined in this Agreement. The amounts and details of the coverage are provided in the prevailing Summary Plan Descriptions. In general, the Plan is described as a personal choice (flex) plan.

During the term of this Agreement, benefits will be provided according to the prevailing Summary Plan Description. The employees will need to enroll during the Open Enrollment period to select the level of coverage they prefer. Benefit plan years run from January 1st through December 31st of each year. The employees shall make bi-weekly contributions toward the cost of benefits they have selected during Open Enrollment.

All employees will be subject to the prevailing premium amounts determined by the Plan each year during Open Enrollment for medical, dental and vision coverage.

Section 2. Commencing August 1, 2008, the Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the

Participation Agreement between the Company and the Union, the total contribution per week for each employee as defined in the schedule below.

Effective:	Total	Company	Employee
08/01/13	\$132.30	\$115.54	\$16.76
08/01/14	\$140.20	\$120.16	\$20.04
08/01/15	\$148.60	\$124.96	\$23.64
08/01/16	\$154.50	\$129.96	\$24.54
08/01/17	\$160.70	\$135.16	\$25.54

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions as specified in the preceding paragraphs of this Article XI for a period of six (6) weeks. If an employee is injured on the job, the Company shall continue to pay said contributions until such employee returns to work. However, said contributions shall not be paid for a period of more than twelve (12) months for any employee.

Contributions to the Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement, including weeks where work is performed for the Company, but not under this Agreement and although contributions may be made for those weeks into some other fund. Employees who work either temporarily or in cases of emergency under this Agreement shall not be covered by the provisions of this paragraph.

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

The Company is relieved from all responsibility upon compliance with its obligations under this Article and is under no obligation in the event either fund is not adequate. There shall be no deduction from equipment or rental or owner-operators by virtue of the contributions made the health and welfare plan regardless of whether the equipment rental is at the minimum rate or more.

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a monthly period in the payment of its contributions to the pension fund, in accordance with the rules and regulations of the trustees of said fund and after the proper official of the Union shall have given seventy-two (72) hours' notice to the Company of such delinquencies in the pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Company shall be responsible to the employee for losses resulting therefrom and it is further agreed that if legal action is instituted the Company shall be responsible for all attorney fees and costs of such legal action.

Section 3. The Union agrees to provide financial information regarding the pension fund, the Company's status prior to the plan to the Company which information shall include but not be limited to a copy of the plan document, audited financial statement of the pension fund and a statement of the Company's "withdrawal liability" upon request.

Section 4. The Company agrees to provide basic life insurance and Accidental Death & Dismemberment (AD&D) for each employee and allow employees to purchase voluntary term life as outline in the prevailing Company plan.

Section 5. The Company agrees to provide short-term disability (STD), long-term disability (LTD) and the Section 125 plan for each employee as outlined in the prevailing Company plan.

ARTICLE XII LEAD-MEN

A lead-man is an employee in the bargaining unit represented by the Union who is appointed by the Company to lead a group of employees with whom he/she works and who is familiar with the requirements of the various functions performed by the group. Under instructions from a foreman and a superintendent, he/she directs the activities of the group, assigns work, instructs, corrects or points out errors in workmanship whenever necessary. The lead-man has no authority to hire, fire, or take or recommend disciplinary action.

Lead-men will receive twenty cents (20¢) per hour or more above the rate for the highest classification they lead. A lead-man has no preferred seniority as such, but shall, if their designation as lead-man is terminated by the Company, be assigned to available work and may thereafter exercise their seniority in classification to which assigned and for bidding on a posted job. Lead-men will not be scheduled for more hours than those they lead, unless their seniority in the department entitles them to do so.

ARTICLE XIII FUNERAL LEAVE

Provided adequate notice is given, an employee will be granted funeral leave based upon eight (8) hours at their regular straight-time hourly rate as follows:

- a. Immediate family: Three (3) days
(Immediate family is defined as current spouse and offspring, mother, father, step children, employee's grandparents)
- b. Other family members: One (1) day
(Other family members are defined as sister or brother)

original

NATURAL AGGREGATES Corporation



TEAMSTER LOCAL 614 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

APRIL 1, 2015 THROUGH MARCH
31, 2018

Agreement

THIS AGREEMENT is made and entered into this 1st day of April, 2015, A. D., by and between Natural Aggregates Corporation 3362 Muir Road, Milford, Michigan, 48380, hereunder termed the Employer or Company, And Teamster Local Union 614, affiliated with the International Brotherhood of Teamsters of North America, located at 250 North Perry Street, Pontiac, Michigan 48342 hereunder called the Union.

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

WHEREAS, all parties adhere to the principal of "a fair days pay for a fair days work";

WHITENESS:

ARTICLE I

RECOGNITION, UNION SHOP AND DUES

1.1 Recognition

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for those employees in the classifications covered by this Agreement and listed in Section 18.2, and employees in job classifications other than those specified in the aforesaid section 18.2 are excluded.

1.2 Union Shop

A. All present employees who are members of the Local Union on the effective date of this Section shall remain members of the Local Union in good standing as a condition of continued employment. All future employees who are hired hereafter shall on and after the 30th working day following the beginning of their employment or on and after the 30th working day following the effective date of this section, whichever is the later, become and remain members in good standing of the Local

ARTICLE XVI

INSURANCE AND PENSION

16.1 Health and Welfare

A. The Employer agrees to pay to Michigan Conference of Teamsters Welfare Fund for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list, unless otherwise specified herein, a maximum contribution of:

\$ 348.95 per week effective as of April 1, 2015

\$ 362.10 per week effective as of April 1, 2016

\$ 379.60 per week effective as of April 1, 2017

Employees shall contribute to the weekly cost at the following rates through a payroll deduction:

\$24.85 per week

B. All insurance payments must be made within ten (10) days from the end of each calendar month.

C. Health and Welfare coverage to include vacation days. If the Health & Welfare rates decrease and are lower to maintain present level of benefits - the employer will pay the lesser amount.

D. Employer at its option may select to keep non-bargaining unit employees in Key I Retiree medical benefits.

E. Health & Welfare Opt-Out Program. Employer will pay \$85.00 per week or \$340.00 per month for any employee who can demonstrate Health Coverage through spouse and is approved by Michigan Conference of Teamsters Health and Welfare Fund.

16.2 Pensions

A. Additionally, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement starting on the thirty first (31st) day from date of hire a contribution of:

16C \$ 149.30 per week effective as of April 1, 2015

16C \$ 155.30 per week effective as of April 1, 2016

16C \$ 161.30 per week effective as of April 1, 2017

Employees shall contribute to the weekly cost at the following rates through a payroll deduction:

\$ 17.85 per week

B. All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within ten (10) days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago, Illinois 60690 Account Number 7000.

C. Employees must work 2 or more days in anyone week to qualify for pension funding.

16.3 Contributions

Contributions to the Insurance and Pension Funds must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Contract, and although contributions may be made for those seeks into some other Insurance and/or Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this Paragraph.

16.4 Absence

A. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Insurance and Pension Funds for a period of two (2) calendar months. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee is able to return to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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

16.5 Deductions

The Employer agrees to deduct from each employee who so authorizes it in writing, an amount agreed upon between Employee and the Employer each and every payroll period and to reserve these funds for the employee for use in applying towards Insurance Premium payments that come due during the periods of time the employee is on seasonal layoff. At the beginning of each production season as employees are called back to work any funds remaining in his/her account will be returned to him/her with his/her first pay check after returning to work. At any time the employee quits, is discharged or otherwise permanently leaves the employment of his Employer, any employee funds held by the Employer will be promptly paid to him/her or in the case of his/her death to his/her heirs.

16.6 Delinquency in Payment

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his/her contribution to the insurance and/or pension funds, in accordance with the rules and regulations of the Trustees of such funds and after the proper official of the Local Union shall have given five (5) working days' written notice by Certified Mail, to the delinquent Employer of such delinquency in the insurance and/or pension fund payments, the Union shall have the right to take such action as they deem necessary, against the delinquent Employer only, until such delinquent payments are made.

16.7 Fund Administration

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

16.8 Employer Authorization - Pension

By execution of this Agreement, the Employer authorizes the Employer's Associations who are signatories to similar collective bargaining agreements in this industry to enter into appropriate trust agreement necessary for the administration of the pension fund and to designate the Employer trustees under such trust agreements and to ratify all actions taken or to be taken by such trustees within the scope of their authority.

ARTICLE XVII

PAID FOR TIME

17.1 Work Week and Shift Premiums

A. The maximum of hours any employee may work at the rate of compensation herein established shall be forty (40) hours in anyone (1) week and not in excess of eight (8) hours in anyone (1) day, it being understood and agreed that said forty (40) hours may be worked at any time between 12:00 o'clock midnight Sunday and 12:00 midnight the following Friday unless the 12:00 o'clock midnight starting and ending times are changed by mutual agreement between the employees, Union and Employer involved.

B. It is also understood that the Employer reserves the right to control the starting time of the work day of its employees, and such starting time shall be when the employees report at their assigned post ready to start their particular operations. Employees shall be duly notified of the starting time. All employees working on a second shift shall be paid ten (.10) per hour in addition to regular hourly rate for work performed, and all employees working on a third shift shall be paid fifteen (.15) per hour in addition to their regular hourly rate for work performed.

C. Each employee shall be provided with itemized statement of his earnings and of all deductions made for any purpose upon request of individual employees or Union representatives.

17.2 Maintenance Work - Winter

It is understood and agreed that employees now working as dredge, shovel, or crane operators shall at no time during the winter months be reduced below the maintenance rate as long as they are employed on maintenance, repair or construction-erection work. It is further agreed that those employees other than dredge, shovel or crane operators employed on construction-erection work shall receive the maintenance rate as long as they are employed on construction or erection work. Then, in that case, the aforementioned employees shall be paid the rate of the classification in which they are working. Construction-erection work shall be defined as those employees who are engaged in the erection of steel or scaffolding for the frame work of new buildings and who perform such work at hazardous levels where there is absence of flooring within the framework of areas

***Premier Midwest
Beverage***

and

***Teamsters
Local #554***

***Affiliated with the International
Brotherhood of Teamsters***

RECEIVED

APR 22 2014

CONTRACT
DEPARTMENT

February 1, 2014
Through
January 31, 2017

AGREEMENT WITH PREMIER MIDWEST BEVERAGE COMPANY

THIS AGREEMENT, made and entered into this 17th day of April 2014 by and between Premier Midwest Beverage in the city of Omaha, Nebraska hereinafter called the "Employer", and General Drivers and Helpers Union, Local No. 554, of Omaha Nebraska, Affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

WITNESSETH:

That in consideration of the covenants hereinafter contained by and on the part of each of the parties hereto, IT IS MUTUALLY AGREED, as follows:

ARTICLE 1 UNION RECOGNITION

- Section 1.** The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all the employees of the company as herein defined.
- Section 2.** The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of Local #554.
- Section 3.** The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.
- Section 4.** In the event the Nebraska Labor Laws and the Taft-Hartley Act, or either of them, pertaining to Union security is repealed or amended to permit a Union Security Clause, the Employer and the Union agree to amend the Contract on the date of such declaration by the insertion of the following clause:

"It is agreed that all present employees who are not members and all new employees hired by the Employer in a classification of work covered by this Contract, shall make application for membership with the Union on or before thirty-one (31) days from the date of employment and remain members in good standing during the tenure of this Agreement. For those who do not desire to become members of the Union, they shall, as a condition of continued employment, pay to the Local Union a service fee equivalent to the monthly dues charged by the Local Union in lieu thereof."

In the event an Agency Shop is permitted under Nebraska Labor Laws, statutorily approved language with respect thereto shall be inserted herein.

[1]

employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay for the required contributions into the Health and Welfare Fund during the period of absence. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

ARTICLE 27 PENSION PLAN

The Employer shall contribute to the Central States Southeast and Southwest Pension Fund, Schedule B, the following weekly amounts for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

February 1, 2014	\$165.00
February 1, 2015	\$174.90
February 1, 2016	\$181.90

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

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

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

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

ARTICLE 28 NON-CONTRIBUTORY 401K

Employees are eligible to participate in the Teamsters National 401K plan through payroll deduction.

AGREEMENT

BETWEEN

**MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS,
SERVICE, TIRE & RENTAL, CHEMICAL & PETROLEUM, ICE, PAPER AND
RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION**

LOCAL NO 781

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

NEMETH GLASS, INC.

MARCH 1, 2015 TO FEBRUARY 28, 2018

Nemeth Glass 2018 AA

AGREEMENT

1. CONTRACTING PARTIES:

THIS AGREEMENT made this 23rd day of FEBRUARY, 2015, by and between NEMETH GLASS, INC. hereinafter designated as the "EMPLOYER", and LOCAL NO. 781, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, also described as the MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION, hereinafter referred to as the "UNION".

2. OBJECTS:

It is the purpose of this Agreement to establish fair rates of pay, wages, hours and other conditions of employment in the Glass Installation and Replacement Industry and to promote sound and harmonious labor-management relations between the Employer and the Union.

3. RECOGNITION:

The Employer acknowledges that the Union has been designated as exclusive bargaining agent by the majority of the employees, employed by the Employer, in the appropriate unit as hereinafter defined. The Employer recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining concerning wages, rates of pay, and all other terms and conditions, of all employees of the Employer, in the appropriate unit as hereinafter defined.

4. BARGAINING UNIT:

The bargaining unit covered by this Agreement shall include all production employees, employed by the Employer, excluding office and clerical employees, surveyors, sales personnel, layout men, managerial and supervisory employees, time and motion study men, building superintendents, guards and watchmen.

5. WORK JURISDICTION:

All cutting, grinding, polishing, shipping and/or receiving, warehouse, trimmers, installers of glass, packing, trimming, crating, installation, dispatching coordinator and other work involving the handling or performance of service in connection with the installation or replacement of glass and all other general glass work shall be performed only by the employees within the bargaining unit as herein defined.

6. NEW OPERATIONS:

The Employer shall not add to, shall not change or modify the existing covered items of this Agreement to change their meaning or intent. Any new type of operation, service or method

If the employee is absent because of an occupational illness or injury, the required contribution shall be made for a period of six (6) months, or until the employee returns to work, whichever is the shorter period.

The obligation to make the above contributions shall continue when the Collective Bargaining Agreement is being negotiated.

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

In the event the employer fails to pay monthly contributions to the Fund on behalf of any employee covered hereunder, the employer agrees to be responsible for the benefits which would have been provided by such insurance coverage.

34. PENSION:

Effective MARCH 1, 2015, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-two dollars and twenty cents (\$22.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective MARCH 1, 2016, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-three dollars and ten cents (\$23.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective MARCH 1, 2017, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-four dollars (\$24.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Such payments shall be made to the Central States, Southeast and Southwest Areas Pension Fund in accordance with the trust instrument establishing said Pension Fund. The Company ratifies and confirms the appointment of the Employer trustees, who shall together with their successor trustees, designated in the manner provided in said trust instruments, and jointly with an equal number of trustees appointed by the labor organizations, carry out the terms and conditions of the trust instruments.

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

employee, even though such employees may work only part-time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract, shall not be covered by the provisions of this paragraph.

35. UNION SECURITY:

1. Present and Future Employees: All present employees who are members of the Union on the date of execution or the effective date of this Agreement, whichever occurs later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on or after the thirty-first (31st) day following the execution date of this Agreement, whichever occurs later. This provision shall be made and become effective under the National Labor Relations Act, but not retroactively. The Term 'members in good standing' shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership.

2. Local 781 International Brotherhood of Teamsters, shall be notified of all new store locations in Chicago and vicinity, and these new locations shall be bound by this Agreement. It is specifically agreed between the parties hereto that this agreement shall be in full force and effect at the following locations:

Nemeth Glass, Inc.

Auto Glass Specialists

5584 N. Northwest Hwy.

Chicago, IL 60630

3. More Favorable Security: To the extent that Union security provisions more favorable to the Union may become permissible under Federal or State Law during the life of this Agreement, whether resulting from legislative, administrative, or judicial determination, then all of the provisions of this Article shall be automatically amended to permit such more favorable Union Security Agreement to apply or become effective in situations which cannot be permitted by law.

4. Equal Opportunity - New Help: When the Employer needs additional help, he shall give the Union equal opportunity with other sources to provide suitable applicants, but shall not be required to hire those referred by the Union.

5. Check-Off: The Employer shall deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and/or uniform assessments of the Union, and remit same to the Union by the fifteenth (15th) of each month together with an itemized statement of such

AGREEMENT

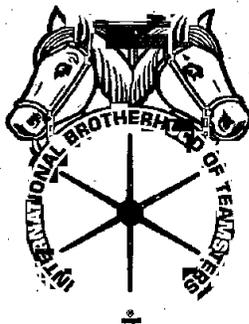
BETWEEN

Nestlé Purina *PetCare* Company

Jefferson, Wisconsin

AND

TEAMSTERS UNION LOCAL NO. 695



RECEIVED

SEP 10 2013

CONTRACT
DEPARTMENT

June 30, 2013 through June 30, 2018

AGREEMENT

THIS AGREEMENT is made and entered into as of the 30th day of June, 2013, by and between the **Nestlé Purina PetCare Company, Jefferson, Wisconsin**, party of the first part, hereinafter called the "Company", and the **Drivers, Salesmen, Warehousemen, Milk Processors, Cannery, Dairy Employees and Helpers, Local Union No. 695**, party of the second part, hereinafter called the "Union".

ARTICLE 1. RECOGNITION

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in the operations above named at its Jefferson, Wisconsin, plant, its branches and divisions, specifically excluding, however, the plant manager, production manager, assistant plant manager, supervisors, clerical help and any others having authority to hire or discharge.

ARTICLE 2. UNION SECURITY

- 2.01** The Company has the privilege of employing and discharging any and all employees, provided that no employee shall be discharged because of Union activities unless such activities interfere with his regular duties, and provided further that all new regular employees coming under the jurisdiction of the Union after the effective date of this Agreement shall apply for membership in Local No. 695 within thirty-one (31) days, and complete affiliation and remain a dues-paying member as a condition of continued employment.

- 2.02** New employees will be required to complete ninety (90) days of work as a probationary period. The probationary period may be extended for an additional thirty (30) days of work upon mutual agreement with the Union. During the probationary period, an employee may be terminated at the discretion of the Company.

Employees serving a probationary period whose service is interrupted by layoff, injury, or sickness will, if recalled from layoff or returned to work by the Company from injury or sickness, within twelve (12) months, be given credit for days worked prior to their break in service as mentioned above.

- 2.03** The Company shall, for the term of this Agreement, deduct Union dues and initiation fees from employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deduction, provided, however, that the authorization for such deduction shall be subject to revocation by written notice to the Company from the employee thirty (30)

ARTICLE 15. ARBITRATION

- 15.01** In case of any dispute or misunderstanding involving the meaning or interpretation of this Agreement which cannot be adjusted by conciliation between the parties to this Agreement, the same may be referred by either party hereto (within 5 days of the last meeting date of the grievance procedure) to arbitration, in accordance with the following procedure.
- 15.02** Either party shall notify the other party, in writing, of its desire to arbitrate the disputed question and the matter is to be referred to arbitration.
- 15.03** Within ten (10) days of the notice in writing to arbitrate the disputed questions, the parties shall submit a joint request to the Wisconsin Employment Relations Commission for a panel of five (5) arbitrators and either party may reject one (1) panel per grievance. From this panel a single arbitrator shall be selected by alternate striking of names. (Initial strike to be determined by coin toss.)
- 15.04** The arbitrator shall meet as soon as possible, and his findings and decision shall be binding upon both parties. The expense of the arbitrator shall be divided equally between the Company and the Union.
- 15.05** The arbitrator shall not have authority to change, alter or modify any of the terms or provisions of this Agreement.

ARTICLE 16. PENSIONS

- 16.01** In accordance with this Agreement executed herewith, the Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each of its eligible employees on the following basis:
- (a)** Payments to start after the employee has been on the payroll for thirty (30) days.
 - (b)** Payments into the above noted pension plan to be One Hundred Ninety-Three Dollars and Ten Cents (\$193.10) per week effective June 30, 2013.
 - (c)** Effective June 29, 2014, payments to be Two Hundred Four Dollars and Seventy Cents (\$204.70) per week.
 - (d)** Effective June 28, 2015, payments to be Two Hundred Seventeen Dollars (\$217.00) per week.

- (e) Effective June 26, 2016, payments to be Two Hundred Twenty-Five Dollars and Seventy Cents (\$225.70) per week.
- (f) Effective June 25, 2017, payments to be Two Hundred Thirty-Four Dollars and Seventy Cents (\$234.70) per week.
- (g) The Company will continue contributions for a period of four (4) weeks when the employee is absent due to non-occupational illness or injury.
- (h) The Company will continue contributions for a maximum of six (6) months when the employee is absent due to occupational illness or injury.
- (i) In the event of an unscheduled layoff due to inventory adjustments, the Company will continue contributions for a maximum of one (1) week each time an employee is laid off out of seniority for a full workweek or less due to the above, provided, the employee would otherwise be eligible, qualified, and scheduled for work.
- (j) An employee on a leave of absence desiring to have his/her contributions continued must pay to the Company the applicable rate per week in advance, and the Company will forward this sum to the Pension Fund.
- (k) Effective January 1, 1996 the Company will provide a 401K Plan. Effective June 7, 2009, the Company will provide a 2% match on employee contributions. Specifically, for every One Dollar (\$1.00) of eligible compensation, up to 4%, a participating employee contributes, the Company will contribute Fifty Cents (50¢).

It is mutually understood that all of the Company contributions as provided herein shall be deducted from gross income as provided for in Section 404 of the Internal Revenue Code.

ARTICLE 17. HEALTH PLAN

- 17.01** Effective April 1, 2009, the NesCARE insurance program, or its successor, will be offered by the Employer to eligible employees. All aspects of the program, including benefit design, administration, amendments to the program, and employee contributions, shall be determined by NesCARE, or its successor, in its sole discretion, and NesCARE, or its successor, shall not be required to bargain with the Union over the exercise of this discretion.

AGREEMENT BY AND BETWEEN

TEAMSTERS UNION LOCAL 238

AND

Nestlé USA

December 29, 2014 – March 4, 2018



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**AGREEMENT
BETWEEN
NESTLÉ USA, INC.
WAVERLY, IOWA PLANT
And
TEAMSTERS LOCAL 238**

THIS AGREEMENT is made and entered into this twenty-ninth day of December 2014, by and between the Central Region of Teamsters Local 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" and Nestlé USA, Inc., Waverly, Iowa Plant, hereinafter referred to as the "Company".

ARTICLE 1 - RECOGNITION

Section 1.1

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in the operations above named, excluding Plant Managers, Superintendents, and other supervisory employees within the meaning of the Labor Management Relations Act as amended, Field Representatives, office employees; and excluding other employees who may be covered by labor agreements other than the Teamsters.

Section 1.2

The Company shall advise the Union representatives of the names and addresses of all newly hired employees within ten (10) days of hire.

ARTICLE 2 - UNION SECURITY

Section 2.1

The following provisions regarding Union Security are applicable only if state law permits same. If the plant is in a state having laws prohibiting same, said provisions shall not apply.

Section 2.2

As a condition of continued employment, all persons who are hereafter employed by the Company subject to this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the effective date of this Agreement, whichever is the later. The continued employment by the Company in said units of employees who are already members of the Union shall be conditioned upon those persons maintaining their membership in the Union; and the continued employment of persons who are in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution of this Agreement.

- d. The fee of the impartial arbitrator shall be borne solely by the Company. Each party shall bear the expense of its representatives. Any related miscellaneous expense shall be borne equally by the parties. The arbitration hearing shall be held at a mutually convenient location in the immediate area of the plant where the dispute originated.
- e. Failure of any party to meet without fault of the other, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefit of this Article.

Section 16.6

Time limits set forth in this Article may be extended by mutual agreement between the respective representatives of the Company and Union.

Section 16.7 - Union Liability

It is further agreed that in all cases of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Central Region of Teamsters or the Local Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company during the first twenty-four (24) hours period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge and such Union members shall not be entitled to or have any recourse to any other provision of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, the Company shall have the sole and complete right to discharge any Union member participating in any unauthorized strike, slowdown, walkout or any other cessation of work and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 17 - PENSIONS

Section 17. 1

In accordance with this Agreement executed herewith, the Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each its eligible employees on the following basis

December 29, 2014:	\$143.60 / week / employee
January 3, 2016:	\$149.30/ week / employee
January 8, 2017:	\$155.30/ week / employee

These monies are in accordance with the level 16A plan document as outlined in the "Central States Pension Fund" guide. Contributions are determined based upon pension eligibility as outlined in Article 17 – Pensions.

- a. Payments to start after the employee completes the probationary period, retroactive to sixty (60) days following date of hire.
- b. The Company will continue contributions for a period of four (4) weeks when the employee is absent due to non-occupational illness or injury.
- c. The Company will continue contributions for a maximum of six (6) months when the employee is absent due to occupational illness or injury.
- d. An employee on a leave of absence desiring to have contributions continued must pay to the Company the applicable rate per week in advance, and the Company will forward this sum to the Pension Fund.

It is mutually understood that all of the Company contributions as provided herein shall be deductible from gross income as provided in Section 404 of the Internal Revenue Code.

ARTICLE 18 - HEALTH AND WELFARE

Section 18.1

Effective June 1, 2007, the NesCARE insurance program, or its successor, will be offered by the employer to eligible employees. All aspects of the program, including benefit design, administration, amendments to the program, and employee contributions, shall be determined by the employer in its sole discretion, and the employer shall not be required to bargain with the union over the exercise of this discretion. Accordingly, any controversies about any aspects of the program shall not be subject to the grievance and arbitration procedure specified in this contract.

Each current active employee who is at least age 50 and has completed at least 5 full years of service on January 1, 2007, or who has completed at least 25 full years of service as of January 1, 2007 will, at their retirement from Nestlé after age 55 and prior to age 65 and with at least 10 full years of service, be grandfathered to participate in the Nestlé Standard Pre-65 Retiree Medical Plan. Employees who are eligible for the Nestlé Standard Pre-65 Retiree Medical Plan will be required, as a condition of eligibility, to make a monthly co-payment according to the following schedule: (2015: \$355, 2016: \$380, 2017: \$405).

ARTICLE 19 - WEEKLY DISABILITY BENEFIT PLAN

Effective January 1, 1988 employees shall not be eligible for Weekly Disability Benefits until eligibility for Sick Leave Benefits have been exhausted.

Former Sick Leave Plan to be amended to eliminate coordination of Sick Leave Benefits and Weekly Disability Benefits to equal forty (40) hours weekly pay.

Agreement
Between
Nestlé USA, Inc.
Jacksonville, Illinois Plant
and
Central Region of Teamsters Union Local 916

THIS AGREEMENT is made and entered into this first day of February, 2015, by and between, the Central Region of Teamsters Local 916, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" and Nestlé USA, Inc., Jacksonville, Illinois Plant, hereinafter referred to as the "Company".

ARTICLE 1 - RECOGNITION

Section 1.1

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in the operations above named, excluding Plant Managers, Superintendents, and other supervisory employees within the meaning of the Labor Management Relations Act as amended, Field Representatives, office employees; and excluding other employees who may be covered by labor agreements other than the Teamsters.

Section 1.2

The Company shall advise the Union representatives of the names and addresses of all newly hired employees within ten (10) days of hire.

ARTICLE 2 - UNION SECURITY

Section 2.1

The following provisions regarding Union Security are applicable only if state law permits same. If the plant is in a state having laws prohibiting same, said provisions shall not apply.

Section 2.2

As a condition of continued employment, all persons who are hereafter employed by the Company subject to this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the effective date of this

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provisions of this Agreement and shall have no power to add to, subtract from or otherwise modify the provisions of this Agreement.

- d. The fee of the impartial arbitrator shall be borne solely by the Company. Each party shall bear the expense of its representatives. Any related miscellaneous expense shall be borne equally by the parties. The arbitration hearing shall be held at a mutually convenient location in the immediate area of the plant where the dispute originated.
- e. Failure of any party to meet without fault of the other, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefit of this Article.

Section 16.7 - Union Liability

It is further agreed that in all cases of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Central Conference of Teamsters or the Local Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company during the first twenty-four (24) hours period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge and such Union members shall not be entitled to or have any recourse to any other provision of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, the Company shall have the sole and complete right to discharge any Union member participating in any unauthorized strike, slowdown, walkout or any other cessation of work and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 17 - PENSIONS

Section 17

In accordance with this Agreement executed herewith, the Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each its eligible employees on the following basis:

February 1, 2015:	\$143.60/week/employee
January 31, 2016:	\$149.30/week/employee
January 29, 2017:	\$155.30/week/employee

These monies are in accordance with the level 16A plan document as outlined in the "Central States Pension Fund" guide. Contributions are determined based upon pension eligibility as outlined in Article 17---Pensions.

- a. Payments to start after the employee completes the probationary period, retroactive to sixty (60) days following date of hire.
- b. The Company will continue contributions for a period of four (4) weeks when the employee is absent due to non-occupational illness or injury.
- c. The Company will continue contributions for a maximum of six (6) months when the employee is absent due to occupational illness or injury.
- d. An employee on a leave of absence desiring to have contributions continued must pay to the Company the applicable rate per week in advance, and the Company will forward this sum to the Pension Fund.

It is mutually understood that all of the Company contributions as provided herein shall be deductible from gross income as provided in Section 404 of the Internal Revenue Code.

ARTICLE 18 - HEALTH AND WELFARE

Effective June 1, 2007, the NesCARE insurance program, or its successor, will be offered by the employer to eligible employees. All aspects of the program, including benefit design, administration, amendments to the program, and employee contributions, shall be determined by the employer in its sole discretion, and the employer shall not be required to bargain with the union over the exercise of this discretion. Accordingly, any controversies about any aspects of the program shall not be subject to the grievance and arbitration procedure specified in this contract.

Each current active employee who is at least age 50 and has completed at least 5 full years of service on January 1, 2007, or who has completed at least 25 full years of service as of January 1, 2007 will, at their retirement from Nestlé after age 55 and prior to age 65 and with at least 10 full years of service, be grandfathered to participate in the Nestlé Standard Pre-65 Retiree Medical Plan. Employees who are eligible for the Nestlé Standard Pre-65 Retiree Medical Plan will be required, as a condition of eligibility, to make a monthly co-payment according to the following schedule: (2015: \$355, 2016: \$380, 2017: \$405).

ARTICLE 19 - VACATIONS

Section 19.1

Eligible employees shall receive the following vacation benefits:

Years of Service	Number of Week's Vacation
1	1
3	2
8	3
15	4
20	5

ARTICLE 42--DURATION

Section 42.1

This Agreement shall become effective February 1, 2015, and shall remain in effect until February 3, 2018. However, either party may give written notice to the other of its desire to terminate or amend the Agreement sixty (60) days prior to the expiration date of February 3, 2018. In the event the respective parties fail to agree, either party shall be permitted all legal or economic recourse in support of its requests.

FOR THE UNION:

Ceo P. Carney

FOR THE COMPANY:

[Signature]

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LETTER OF UNDERSTANDING AND AGREEMENT

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

The parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular employees after they have been on the Employer's payroll for 60 calendar days.

AGREEMENT

BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200



AND

NEW BERLIN REDI-MIX

June 1, 2014 to May 31, 2017

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Agreement

This Agreement is entered into between New Berlin Redi-Mix, herein after referred to as the "Company" and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union." When a signatory Company herein is referenced individually, it shall be hereinafter referred to as the "Company."

WITNESSETH: That the parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed and mutual benefits derived, agree to and with each other as follows:

ARTICLE 1 INTENT AND PURPOSE

1.1 In order to prevent strikes and lockouts and to insure a peaceful adjustment and settlement of any and all grievances, disputes and differences which may arise between any of the parties to this Agreement without stoppage of work, and to bring about, as near as is possible, uniform conditions that will tend to stabilize and encourage the trucking industry, both parties have entered into the Agreement.

ARTICLE 2 SCOPE OF OPERATIONS COVERED

2.1 This Agreement shall cover all work performed by employees of the Company employed in the classifications of work covered by this Agreement. This shall not be construed to negate or invalidate any collective bargaining between the Company and a bona fide union covering work outside the geographical jurisdiction of the Union, on the effective date of such agreement. The jurisdiction of the Union is Milwaukee, Ozaukee, Washington and Waukesha Counties.

ARTICLE 3 RECOGNITION AND UNION SECURITY

3.1 a. The Company recognizes and acknowledges that the Union is the exclusive representative of all truck drivers, warehousemen, helpers, mechanics, mobile maintenance mechanics, yard equipment operators, and building material drivers employed in the classifications of work covered by this Agreement for the purpose of collective bargaining.

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

c. The provisions of this Article shall be administered to conform with applicable state and federal law.

contract year in the plan year subject to the same terms and conditions. Employees who are hired on or after June 1, 2011 shall not be eligible for this benefit, but shall be governed by a separate progression to three (3) weeks of weekly contributions.

The weekly contribution for new hires, employees hired after June 1, 2011, is as follows:

0-3 years of employment	0 weeks
4th year of employment	1 week
5th year of employment	2 weeks
6th year of employment	3 weeks

21.6 The Company will establish a § 125 Plan so that an employee's weekly contribution share can be made on a pre-tax basis.

ARTICLE 22 PENSION

Effective June 1, 2014, and for the duration of the Agreement, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$43.40 per day, to a maximum of \$217.00 per week, for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

Effective May 31, 2015, and for the duration of the Agreement, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$45.10 per day, to a maximum of \$225.50 per week, for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

Effective May 29, 2016, and for the duration of the Agreement, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$46.90 per day, to a maximum of \$234.50 per week, for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

22.1. b. The Company will make the Teamsters National 401(k) available to all employees working under this Agreement on a voluntary basis.

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

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

22.4 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of twenty (20) days. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

22.5 Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement, including weeks where work is performed for the Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund or health and welfare fund. Employees who work either temporarily, or in cases of emergency under the terms of this Agreement, shall not be covered by the provisions of this Section.

22.6 Employees who are eligible to retire under the Fund must notify the Company, in writing, as to his anticipated date of retirement sufficiently in advance, so as to enable the Company to make all the necessary payments and entries prior to the retirement date chosen.

ARTICLE 23 SPLIT SHIFTS

23.1 Split shift work shall be first offered by Company-wide seniority and, if the Company does not obtain enough volunteers needed to work the split shift, the Company may enforce reverse Company-wide seniority, in order to obtain enough workers needed to work the split shift. Split shifts will be used for night work only; no split shifts during the normal working day.

ARTICLE 24 POSTING OF NOTICE

24.1 The Company agrees to the posting within the business premises of notices of Union meetings, etc., by an elected or appointed official of the Union. A copy of this Agreement shall be posted at each place of business.

AGREEMENT

NEW MELLE/WEBER QUARRY

2013-2017

This Agreement, dated the 15th day of March, 2013, by and between New Melle/Weber Quarry, hereinafter called the "Employer", Party of the first part, and Local Union No. 682, affiliated with the International Brotherhood of Teamsters, or its successors, Party of the second part, hereinafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the Parties hereto.

ARTICLE I RECOGNITION

Section 1.01 The Employer agrees to recognize, and does hereby recognize the Union, its duly authorized agents, Representatives, or successors, as the exclusive bargaining agency for all of the Employees of the Employer as herein defined.

Section 1.02 The term, "Employee" as used in this Agreement shall include all Employees except office clerical, supervisors, guards and management Employees covered by the labor management relations act.

Section 1.03 In light of the special qualifications and skills required to perform safely underground mining work, the Employer reserves the right to subcontract all production work, which is understood to include underground mining, surface crushing and maintenance work. The Employer agrees that any such subcontracting would be to its underground mining affiliated Employer, Bluff City Minerals. The Parties agree that the Employer's right to subcontract production and maintenance work shall NOT extend to its shipping operations.

If during the life of this Agreement, the Employer performs production work on a continuous basis for more than eight (8) months in a calendar year, the Parties agree to meet and discuss production expectations for the following year, as well as the wisdom and economics of training Teamsters to assist in such production work.

Section 1.04 The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its Employees in the Bargaining Unit covered hereby unless it be through duly authorized Representatives of the Union.

Section 1.05 The Employer agrees that it will not sponsor or promote, financially or otherwise, any labor group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its Employees in connection with their membership in the Union.

Section 1.06 It is understood and agreed by and between the Parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than

Minimum compensation for rental of trucks per hour:

Dump trucks, hauling 5 tons or less	\$9.45
Dump trucks, hauling 5 tons up to 8 tons	\$9.70
Dump trucks or semi-trailers hauling 8 tons up to 15 tons	\$10.45

Section 9.08 If, during the term of this Agreement, the Employer desires to lease or rent equipment of Owner-Operators of a type not described in section 6 above, then in that event, the Employer and the Union shall negotiate the minimum rate applicable thereto. If the Parties cannot reach an agreement in that regard, the question shall be resolved by the arbitration provisions contained elsewhere in this Agreement. Pending a determination through arbitration, any rate agreeable to the Employer and the Owner-Operator may be paid subject, however, to adjustments which are necessary to conform to the arbitration award or decision.

Section 9.09 Payment of Employers to Owner-Operators for the rental of equipment leased or rented shall be handled by the issuance of a check for the full amount due, accompanied by a statement showing how the amount of the check was determined. Neither the check nor the statement shall contain or make reference to items of account other than those directly relating to equipment leasing or rental. Such payments must be made at least once a week.

Section 9.10 In the rendition of their personal driving services, Owner-Operators shall constitute a part of the Collective Bargaining Unit covered by this Agreement and their wages, hours of work and terms and conditions of employment shall be governed and regulated by all applicable provisions of the entire labor Agreement as with other Employees. They shall be compensated for their Employee driving services by the issuance of separate checks which shall neither contain nor make reference to any items of account other than wages earned, compensation due under other Articles of this Agreement, and deductions for withholding and social security taxes or other deductions required by law or by applicable provisions of this Agreement.

Section 9.11 It is further agreed that the Employer will neither advise, put into operation, participate or acquiesce in, nor permit to continue any arrangements or schemes, whether herein enumerated or not, which are contrary to the provisions of this Article or which tend to interfere with the aims and objectives described in Section 1 hereof.

Section 9.12 The grievance and arbitration procedures provided for elsewhere in this Agreement shall apply to the terms and provisions of this Article.

ARTICLE X PENSION

Section 10.1 ~~Effective March 15, 2013, the total Pension contribution shall be One Hundred Ninety Three Dollars Ten Cents (\$193.10) per week with the Employer contributing One Hundred Sixty Four Dollars (\$164.00) per week for each eligible Employee and eligible Employees contributing Twenty Nine Dollars Ten Cents (\$29.10) per week.~~

Effective March 15, 2014, the total Pension contribution shall increase to Two Hundred Four Dollars Seventy Cents (\$204.70) per week, with the Employer contributing One Hundred Seventy-Five Dollars Sixty Cents (\$175.60) per week for each eligible Employee and eligible Employees contributing Twenty-Nine Dollars Ten Cents (\$29.10) per week.

Effective March 15, 2015, the total Pension contribution shall increase to Two Hundred Seventeen Dollars (\$217.00) per week, with the Employer contributing One Hundred Seventy-Five Dollars Sixty Cents (\$175.60) per week for each eligible Employee and eligible Employees contributing Forty-One Dollars Forty Cents (\$41.40) per week.

Effective March 15, 2016, the total Pension contribution shall increase to Two Hundred Twenty-Five Dollars Seventy Cents (\$225.70) per week, with the Employer contributing One Hundred Seventy-Five Dollars Sixty Cents (\$175.60) per week for each eligible Employee and eligible Employees contributing Fifty Dollars Ten Cents (\$50.10) per week.

The Employees' share of the increase will be in the form of a payroll deduction, with the appropriate amount being deducted from each Employee's check for each week the Employer makes a Pension contribution.

This fund shall be the Central States, Southeast and Southwest Area Pension Fund. There shall be no other Pension Fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest areas Agreements to which Employer who are Party to this Agreement are also Parties.

Contributions shall be made on Employees for any week they receive any compensation from the Employer. No contributions shall be made, when the only compensation received is for holiday pay alone.

The foregoing Employer contribution rates are the Employer's total weekly cost for providing pension benefits during the term of this Agreement. Notwithstanding anything contained in the Agreement to the contrary, in the event that at any time during the term of this Agreement, the Employer is legally required to make Employer contributions to the Pension Plan which are at an Employer contribution rate which is greater than the Employer contribution rate required to be made by the Employer under the terms of this Agreement (or has the aggregate effect of requiring additional employer contributions to the Pension Plan by the Employer), by reason of the direct or indirect application of any law, regulation or rule, including the Pension Protection Act of 2006 and successor legislation, then the Parties to the Agreement agree, that beginning as of the effective date the Employer is required to make contributions at an additional contribution rate until the date the additional contribution rate is no longer in effect, the Employer shall be entitled to reduce the wage rate paid to covered employees as set forth in this Agreement by the amount of the additional Employer contribution rate the Employer is legally required to pay to the Pension Plan. In no event shall the total wage/fringe package be increased during the term of this Agreement as a result of the foregoing sentence. All other provisions of this Agreement shall remain in full force and effect during its term.

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

period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. Otherwise an Employer shall not be obligated to make a contribution for an Employee for any week in which Employee performs no work. If an Employee is granted a leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective sufficient monies to pay the required contributions into the pension fund during the period of absence.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of its contributions to the Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such funds, the Employees or their Representatives. After the proper Official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the Employees for losses resulting therefrom.

Section 10.2 The Employer agrees to allow Employees to participate in a 401(k) Plan, with any contributions being made by the Employees.

ARTICLE XI HEALTH AND WELFARE

~~Section 11.01 Effective March 15, 2013 the Employer agrees to pay Two Hundred Fifty Five Dollars (\$255.00) per week for each Employee covered by this Agreement who has been on the payroll thirty (30) days or more to Local Union No. 682 Health and Welfare Trust Fund.~~

Effective March 15, 2014 – Employer contribution will increase by actual cost, not to exceed Two Hundred Sixty-Eight Dollars Twenty Cents (\$268.20) per week (with any amount over that sum to be deducted from Employees' wages).

Effective March 15, 2015 – Employer contribution will increase by amount to be designated by the Employees and Union, to come out of Seventy-Five Cents (\$0.75) per hour total increase.

Effective March 15, 2016 – Employer contribution will increase by amount to be designated by the Employees and Union, to come out of Seventy-Five Cents (\$0.75) per hour total increase.

By the execution of this Agreement, the Employer adopts and becomes a participating Party of the Trust Agreement for the establishing and administration of "Local Union No. 682's Health and Welfare Trust Fund".

Contributions shall be made on Employees for any week they receive compensation from the Employer. No contribution shall be made when the only compensation received is for holiday pay alone.

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

Officers of the Union have the power or authority to authorize any such actions or give the orders or directions necessary to carry out any such action.

ARTICLE XX SAVINGS CLAUSE

This Agreement covers the entire understanding between the Employer and the Union. Should any provision of this Agreement be contrary to or in violation of any applicable existing or future law, then such provision of such event shall be void and of no force and effect, but all other provisions of this Agreement shall continue in full force and effect and be binding upon the Parties. It is the intention of the Parties to fully preserve the full force and effect of all provisions of this Agreement not contrary to law.

ARTICLE XXI REOPENING

In the event of war, declaration of emergency, or imposition of civilian controls during the life of this Agreement, either Party may reopen the same upon sixty (60) days' written notice and request re-negotiations of matters dealing with wages and hours. If governmental approval of revisions becomes necessary, all Parties will co-operate to the utmost to attain such approval.

ARTICLE XXII TERMINATION OF AGREEMENT

All of the terms and conditions of this Agreement shall become effective as of the 15th day of March, 2013, and shall remain in full force and effect until the 14th day of March, 2017.

Should the Parties reach an agreement upon the terms and provisions of a new Agreement or an Agreement containing the desired modifications at a time subsequent to the termination date of this Agreement, then in such event all of the terms and provisions of the new Agreement or the Agreement containing the desired modifications, shall be made retroactive to the termination date of this Agreement.

In Witness Whereof, the Parties hereto have signed and executed this and several other copies hereto, the day and years first above written.

New Melle/Weber Quarry

Construction, Building Material, Ice and Coal, Laundry and Dry Cleaning, Meat and Food Products Drivers, Helpers, Warehousemen, Yardmen, Salesmen and Allied Workers, Local Union No. 682, affiliated with the International Brotherhood of Teamsters

By Thomas E. Hayes

By James E. Kimbrell
President

By Matthew J. Steward
Secretary-Treasurer

By _____
Organizer/Business Agent

RECEIVED

MAR 26 2013

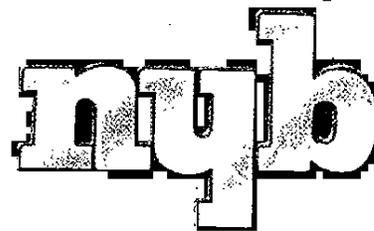
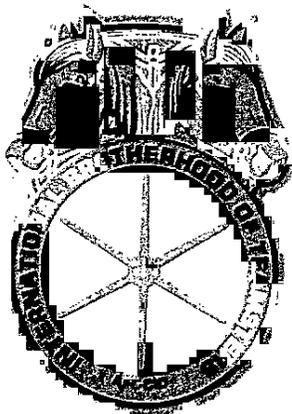
**CONTRACT
DEPARTMENT**

THE NEW YORK BLOWER CO. METAL FABRICATION

In Agreement with

**CHAUFFEURS, TEAMSTERS,
WAREHOUSEMEN
AND HELPERS
LOCAL UNION #135**

November 17, 2008
to
November 15, 2015



RECEIVED

JAN 23 2009

**CONTRACT
DEPARTMENT**

A G R E E M E N T

This AGREEMENT IS DATED November 17, 2008, by and between The New York Blower Company, Metal Fabrication Division, located at La Porte, Indiana, hereinafter referred to as the Employer, and the Chauffeurs, Teamsters, Warehousemen, and Helpers Local Union No. 135, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the Union.

ARTICLE XIX

Pension

Section 19.01 The employer shall contribute to a Pension Fund the following negotiated rates per week on behalf of all employees covered by the collective bargaining agreement after the employee has been on the employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Compensation will be remitted for all compensated periods, including vacation, paid holidays and actual time worked.

Effective November 17, 2008: \$91.80 per week
Effective November 16, 2009: \$99.10 per week
Effective November 22, 2010: \$107.07 per week
Effective November 21, 2011: \$115.64 per week
Effective November 19, 2012: \$124.80 per week
Effective November 18, 2013: \$132.29 per week
Effective November 17, 2014: \$140.23 per week

In the event the employer is required to increase the weekly contributions due to revisions in the Central States Rehabilitation Plan and/or as mandated by any government authority, such increase shall be offset by reducing the wage rates accordingly.

If a mass withdrawal occurs, as described by either the Fund plan documents, the rehabilitation plan, ERISA, the Pension Protection Act or any other federal law or regulation, the employer may withdraw from the Plan.

If the employer exercises its right to withdraw from the pension plan, it agrees to discuss and bargain the economic effects of such a decision.

Section 19.02 This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund Plan B. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts, to which Employers who are party to this contract are also parties.

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

ARTICLE XIX Section (continued)

Section 19.03 Notwithstanding any language to the contrary elsewhere, it is understood that the Company's entire financial obligation to the Pension Plan consists of making the weekly contributions specifically provided for in this Article.

Section 19.04 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Section 19.05 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Pension Fund created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Local Union shall have given 72-hour notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 19.06 401(K) RETIREMENT SAVINGS PLAN: The Employer shall establish a 401(k) Retirement Savings Plan in accordance with the following:

- A. Effective Date of Plan: January 1, 2000
- B. Plan Year: Calendar Year
- C. Eligibility/Participation:
 - 1. All regular full-time employees of The New York Blower Company Metal Fabrication Division Covered by this collective bargaining Agreement.
 - 2. Must be U.S. citizen or resident
 - 3. Covered employees who are hired after the effective date may participate in the plan after completion of the probationary period.
- D. Employer Matching Contributions: None
- E. Timing of Contributions: Employee contributions shall be deducted weekly from the participant's pay and deposited weekly into the participant's account.

ARTICLE XIX SECTION 19.06 (continued)

- F. Employee-Directed Investment: All contributions will be invested in the funds selected by the employee from the funds available under the Plan.
- G. Normal Retirement: Age 65
- H. Vesting: Participants are 100% vested in their account balances attributable to employee contributions.
- I. Distributions:
 - 1. Distributions of a participant's account balance will be made as result of death, total and permanent disability, retirement, and separation from service.
 - 2. A distribution to a participant or his/her beneficiary will be paid in one lump sum.
 - 3. Taxes will be withheld in accordance with the law.
- J. In-Service Withdrawals: Employee contributions may be withdrawn in cases of severe financial hardship or at any time after age 59-1/2.
- K. Loans shall be permitted.

SECTION 19.07 Miscellaneous Provisions:

- A. Contributions - will be made to a trustee selected by the Employer to be held in trust for the exclusive benefit of the employees.
- B. Plan Administrator and Trustee - will be selected by the employer to establish administrative rules and handle the administration of the plan consistent with the plan.
- C. Plan Design: The Plan will be designed to comply with this agreement and will include terms and conditions, not addressed in this Agreement, but deemed necessary by the employer for the administration of the Plan.
- D. Internal Revenue Code: The Plan is intended to meet the requirements for qualified Retirement Plans, under the conditions of the Internal Revenue Code, and is contingent upon approval from the IRS of qualified status.
- E. ERISA: The Plan will be in compliance with the Employee Retirement Income Security Act as amended.

AGREEMENT

BETWEEN

ALFRED NICKLES BAKERY, INC.



(BAKERY WHOLESALE ROUTE SALESPERSONS
AND TRANSPORT TRUCK DRIVERS)

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS



Local No's. 20, 40, 52, 92, 114, 284, 377, 637, 908, & 957,
and Local 261 Ambridge Branch

Effective July 13, 2014 through July 15, 2017

BAKERY WHOLESALE ROUTE SALESPERSONS AND
TRANSPORT TRUCK DRIVERS

AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of July 13, 2014, by and between ALFRED NICKLES BAKERY, INC. located in the State of Ohio, being hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 20, 40, 52, 92, 114, 284, 377, 637, 908, 957, and Teamsters Local No.261 Ambridge Branch hereinafter referred to as the "Union."

WITNESSETH: This Agreement as to wages, hours, and working conditions is entered into and shall be binding on the parties hereto from July 13, 2014, until terminated as hereinafter provided.

ARTICLE 1

EMPLOYMENT AND UNION MEMBERSHIP

1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees working in the classifications set forth in this Agreement and Addendum thereto.
2. All work presently being performed under and by virtue of the job classifications herein shall continue to be performed by the employees in the bargaining unit herein.
3. It shall be a condition of employment that all such employees who are members of the Union on the effective date of this Agreement shall remain members in good standing and those who are not members shall become and remain members on the thirty-first (31st) day following the effective date of this Agreement. All such employees hired on and after its effective date shall become and remain members on the thirty-first (31st) day following the beginning of their employment.
4. The Employer agrees to give equal consideration to Union members when hiring new employees.
5. New employees shall be considered as probationary employees for a period of ninety (90) calendar days and during this period the Employer may transfer, lay off, or discharge said employee without notice or termination pay. Such probationary period may be extended by mutual agreement of the Company, the Union and the employee involved on a case by case basis. At the completion of the probationary period, employees shall be placed on the regular seniority roster, and seniority shall date from the first (1st) day of hire. The Employer agrees to provide the Union with the name and hiring date of all new employees.
6. Upon the receipt of a duly executed authorization assignment, the Employer agrees to deduct from the pay of all employees the established monthly dues, initiation fees, and uniformly levied legal assessments of the Union. It is further agreed that the Employer shall remit deductions to the Union prior to the end of the month for which such deduction is made.

- (vii) The Employer-sponsored plans will adhere to the 25-mile radius rule for In-Network coverage.

Current retirees shall also be eligible to receive retiree health insurance coverage per the Settlement Agreement of June 30, 2004.

2. Pension Fund

The Employer agrees to contribute per week for each employee in the bargaining unit to the Pension Fund designated by the Union and further agrees to make remittances of such contributions in accordance with the rules established by the Fund Trustees and the Declaration of Trust.

The Employer's contribution to such Pension Fund shall be as follows:

Effective April 27, 2014:	\$204.70 per week
Effective April 26, 2015:	\$217.00 per week
Effective April 24, 2016:	\$225.70 per week
Effective April 30, 2017:	\$234.70 per week
Effective April 29, 2018:	\$244.10 per week

The pension funds shall be the Central States, Southeast and Southwest Areas Pension Fund or the Teamsters Local 52 Pension Fund, as applicable. There shall be no other pension funds under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contract to which Employees who are party to this contract are also parties.

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

The Company will begin making contributions to the Pension Fund on behalf of part-time employees once those employees first work 1,000 hours in any twelve-month period. If the Pension fund Trustees ever permit calculation of the 1,000 hours to be made by reference to the first day of a plan year, as permitted by federal regulation, or any other calculation period, the Employer may, at its option, adopt such calculation period. At the option of the Employer, contributions for part-time employees will be made on a weekly basis or on a daily basis to be capped at five (5) days per week, provided that one basis be selected by the employer for all of its part-time employees and that basis be maintained for the duration of the collective bargaining agreement.

The Company will continue to make such contributions unless and until a part-time employee incurs a Break-in-Service, as defined in the Pension Plan. Once the Break-in-Service occurs, all contribution obligations shall terminate and the Company shall not be required to contribute to the Pension Fund on that employee's behalf unless and until that employee again works 1,000 hours in any twelve month period.

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

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

3. Continuation of Contributions

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

4. 401 (k) Plan

Effective January 1, 2000, the Employer shall implement a 401 (k) Plan with no Employer contributions.

ARTICLE 5

FUNERAL LEAVE

In the event of a death in the employee's immediate family, i.e., father, mother, step-parents, brother, sister, child, step-child, spouse, mother-in-law, father-in-law, grandparents, grandchild, it is recognized that three consecutive working days shall be granted to the employee to attend the funeral services. The employee shall suffer no loss in pay. The day's pay shall be, in the case of Wholesale Route Salesperson, the earnings of their route, and in the case of hourly rated employees, the straight time hourly rate for a normal scheduled work day and in the case of salaried employees, one-fifth (1/5th) of the weekly salary, all exclusive of any premium pay or overtime.

ARTICLE 6

SUNDAYS, HOLIDAYS, AND PERSONAL DAYS

1. Wholesale Route Salesperson employees shall not work on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, or Sundays except as otherwise provided. The Employer shall provide two (2) weeks notice of the designated day off relative to each holiday.

AGREEMENT

between

ALFRED NICKLES BAKERY, INC.

Parkersburg Wholesale/Drop

Checker & Utility

and

**CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL UNION NO. 175**



Effective Date:

December 4, 2012

Expiration Date:

December 4, 2015

RECEIVED

MAY 28 2013

CONTRACT
DEPARTMENT

THIS AGREEMENT between **ALFRED NICKLES BAKERY, INC.**, its successors or assigns, hereinafter referred to as the Employer, and **CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 175**, affiliated with the **International Brotherhood of Teamsters**, hereinafter referred to as the Union.

Witnesseth: This Agreement as to wages, hours and working conditions is entered into and shall be binding on the parties hereto from December 5, 2012, until terminated as hereinafter provided.

NOW, THEREFORE, the Employer and the Union, acting by and through their duly authorized agents, hereby agree as follows:

ARTICLE I
DECLARATION OF PURPOSE

It is the desire of the parties to establish rates of pay, working conditions of employees covered by this Agreement and to establish, promote and foster a relationship that will be enduring and of advantage to the Union and to the Employer.

ARTICLE II
UNION RECOGNITION

Section 1: Scope of Agreement

The Company agrees to recognize the Union as exclusive bargaining representative for all employees in the job classifications listed in Schedule "A", excluding any and all other employees working at the Parkersburg, West Virginia Branch.

Section 2: Extra Contract Agreements

No employee, nor the Company, either orally, or in writing, shall enter into any agreement, contract or arrangement that is contrary to, or conflicting with, the terms and conditions of this Agreement.

Section 3: Transfer of Company, Title, or Interest

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- If your spouse's birthday is before your birthday in the calendar year your spouse must elect family coverage where available through his or her employer. Failure to obtain such family coverage shall result in the plan providing only secondary coverage for your eligible spouse and dependent children.

Retirees shall be covered under the self-pay retiree plan revised as of September 1, 1995 and shall contribute to the premium costs as follows:

Age	Member Only	Couple
57	\$250	\$480
58	\$225	\$430
59	\$200	\$380
60	\$175	\$330
61	\$150	\$280
62	\$125	\$230

Employee Life Insurance, Accidental Death & Dismemberment Insurance, Dependent Life Insurance and Short Term Disability Income Insurance, as per the Unum Provident Plan, effective October 1, 2004.

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

Pension

The Employer agrees to contribute per week for each employee in the bargaining unit to the Pension Fund designated by the Union and further agrees to make remittances of such contributions in accordance with the rules established by the Fund Trustees and the Declaration of Trust.

The Employers' contribution to such Pension Fund shall be as follows:

Effective 12/05/12	\$144.50 per week
Effective 12/05/13	\$150.30 per week
Effective 12/05/14	\$156.30 per week

The pension fund shall be the Central States, Southeast and Southwest Areas Pension Fund.

Continuation of Contributions

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required Health and Welfare and Pension contributions for a period of thirteen (13) weeks. If an employee is injured on the job, the Employer shall continue to pay the required Health and Welfare and Pension contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare and/or Pension Funds during the period of absence.

The Company will begin making contributions to the Pension Fund on behalf of part-time employees once those employees first work 1,000 hours in any twelve month period. If the Pension Fund Trustees ever permit calculation of the 1,000 hours to be made by reference to the first day of a plan year, as permitted by federal regulation, or any other calculation period, the Employer may, at its option, adopt such calculation. At the option of the Employer, contributions for part-time employees will be made on a weekly basis or on a daily basis to be capped at five (5) days per week, provided that one basis be selected by the Employer for all of its part-time employees and that basis be maintained for the duration of the collective bargaining agreement.

The Company will continue to make such contributions unless and until a part-time employee incurs a Break-in-Service, as defined in the Pension Plan. Once a Break-in-Service occurs, all contribution obligations shall terminate and the Company shall not be required to contribute to the Pension Fund on that employee's behalf unless and until that employee again works 1,000 hours in any twelve month period.

The Company shall provide a 401(k) plan and pay fees for all active bargaining unit members scheduled eighteen (18) hours or more per week, effective 7/9/2000 for tax shelter purposes with no contribution to be made by the Company.

Effective December 2, 2002, lead checker shall receive \$.55 more additional per hour.

Part-time employees shall be hired so as to maintain a ratio of no more than two (2) part-time employees to one (1) full-time employee in any classification.

Whenever an employee is temporarily transferred to work in some other job classification, he/she will be paid the higher rate of either his/her own regular hourly rate or the pay rate of the job classification to which he/she is temporarily assigned for the entire day.

HEALTH CARE

Part-time employees working nineteen (19) hours or less each week shall not be eligible for Health and Welfare benefits.

In order to qualify for health care, employees must work more than nineteen (19) hours per week for a period of eight (8) consecutive weeks to meet the equivalent of Central States C-4 Modified with regard to consecutive weeks worked.

PENSION

The Employer agrees to contribute per week for each employee in the bargaining unit to the Central States Southeast and Southwest Pension Fund and further agrees to make remittances of such contributions in accordance with the rules established by the Fund Trustees and the Declaration of Trust.

The Employers' contribution to such Pension Fund shall be as follows:

Effective 12/05/12	-	\$35.20 per week
Effective 12/05/13	-	\$37.30 per week
Effective 12/05/14	-	\$39.50 per week

401 (K)

The Company shall provide a 401(k) plan and pay the fees for all active bargaining unit members scheduled eighteen (18) hours or more per week, effective 7/9/2000 for tax shelter purposes. Effective 7/8/2001, the Company will make the equivalent contribution of five dollars (\$5.00) per week per employee to be paid in a lump sum on December 31st of each year for checker or utility employees who qualify and are currently on the payroll. Effective December 31, 2002, the Company shall

EBENSBURG/DUBOIS
WHOLESALE

EFFECTIVE: January 10, 2010
EXPIRATION: January 4, 2015

AGREEMENT

BETWEEN

ALFRED NICKLES BAKERY, INC.

AND

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS, LOCAL UNION NO. 110

RECEIVED

JAN 26 2010

**CONTRACT
DEPARTMENT**

This AGREEMENT, made and entered into by and between Nickles Bakery, their successors and assigns, party of the first part, hereinafter referred to as the "Employer", and Teamsters, Chauffeurs, Warehousemen & Helpers, Local Union No. 110, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WHEREAS: the parties hereto are desirous of entering upon an agreement as to wage rates and conditions of employment and to do away with the possibility of strikes, boycotts, lockouts and the like.

NOW THEREFORE: The Employer and the Union acting by and through their duly authorized agents hereby agree as follows:

ARTICLE 1 - RECOGNITION

(a) The Employer recognizes the Teamsters Local Union No. 110, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the sole collective bargaining agency for all employees covered by this Agreement.

(b) All employees on or after the thirty-first (31st) day following the beginning of their employment or the effective date of this Agreement, whichever is the later, shall be required as a condition of employment to become and maintain membership in the Union, during the term of this Agreement, provided that the Employer shall not be required to suspend or discharge any employee to whom membership in the Union was not available on the same terms and conditions generally applicable to other members, or if membership was denied or terminated for any reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining membership in the Union.

(c) The Employer agrees that he will keep in his employ, only members in good standing that come under the jurisdiction of the Union, subject to the provisions of the Labor Management Relations Act of 1947, and the new Management and Disclosure Act of 1959.

(d) In the event the Employer is in need of help to work in any classification covered by this Agreement, other than foreman or supervisor, the Employer agrees to interview Union as well as non-union applicants. However, the Employer has the right to hire the prospect most suitable to him.

(e) Only members in good standing will be permitted to perform any of the work coming under the jurisdiction of the said Local Union, subject to the provisions of the Labor Management and Disclosure Act of 1959, and the Management Relations Act of 1947.

ARTICLE 2 - SENIORITY

(a) In case of a layoff, the youngest employee in classification seniority is to be laid off first. On rehire, the Employer is to call the last employee laid off back first, according to seniority.

(b) All employees laid off for a period of less than one (1) year shall be recalled according to classification seniority before any new person is hired. In the event of a layoff, an employee shall be given five (5) days' notice of recall by certified mail to his/her last known address. The employee must respond to such notice within three (3) days thereafter and actually report to work in seven (7) days after notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement. If the layoff continues for one (1) year or more, seniority shall be broken and there shall be no obligation to recall the employee.

(c) Classification seniority shall prevail and each classification shall have its own seniority list. No classification shall have the right to exercise seniority in any other classification without the complete concurrence of both the Company and the Union, except as provided for in Article 4 section (f). Classifications are as follows: Wholesale Sales Drivers,

- (b) The Union agrees to send a billing monthly to the office of the Employer, showing the specified amount to be deducted.

ARTICLE 17 – PENSION

The weekly contribution for each employee covered by this Agreement, to the Western Pennsylvania Teamsters & Employers Pension Plan shall be as follows: Effective January 1, 1998.....\$90.00 per week.

Effective June 3, 1998, the Company will contribute \$10.00 per week for all newly hired employees covered by this Agreement to the Western Pennsylvania Teamsters & Employers Pension Plan.

The Employer agrees to contribute per week for each employee in the bargaining unit to the Pension Fund designated by the Union and further agrees to make remittances of such contributions in accordance with the rules established by the Fund Trustees and the Declaration of Trust.

The Employers' contribution to such Pension Fund shall be as follows:

Effective July 2, 2000: \$85.00 per week (Class 16 Schedule) per employee

Effective July 2, 2000 the pension fund shall be the Central States, Southeast and Southwest Areas Pension Fund.

With respect to part-time employees, the parties agree that an individual employed on a part-time basis who works 1,000 hours or more in a 12 month period, shall be considered a regular employee for the purposes of participation in the Central States Pension Fund and all hours worked by him/her thereafter (for the remainder of that year and all subsequent years in which the employee works 1000 hours or more), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

The Pension Plan under which the employees will be covered must qualify under appropriate provisions of the Internal Revenue Code of 1954, so as to insure that the Employer's contributions thereto will be deductible as ordinary business expenses, and shall be subject in all respects to the provisions of the Labor Management Relations Act of 1947, and the new Labor Management Reporting and Disclosure Act of 1959, and any other applicable laws or regulations.

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

Comply with the Central States, Southeast and Southwest Areas Health and Welfare and Pension Funds Fringe Benefit Contribution Agreement dated March 28, 2008.

<u>4/27/2009</u>	<u>4/27/2010</u>	<u>4/27/2011</u>	<u>4/27/2012</u>	<u>4/27/2013</u>	<u>4/27/2014</u>
\$99.10	\$107.00	\$115.60	\$124.80	\$132.30	\$140.20

ARTICLE 18 – HEALTH & WELFARE

Effective January 1, 1998, coverage will be with the Kittanning Teamsters and Employers Welfare Fund Select Blue. The Employer will pay the sum of \$460.00 per month/per employee to the Fund towards the cost of the monthly premiums.

Effective August 1, 2000, coverage will be with the Alfred Nickles Bakery, Inc. Plan. The Company, at its option, may require health care be provide through a Health Maintenance Organization (HMO) or Preferred Provider Network (PPO). In-Network health care coverage shall be comparable to the Kittanning Teamsters and Employers Welfare Fund Select Blue, out of Network 80/20. The level of benefits will be maintained as contained in the Summary Plan Description. Retiree health care coverage will be provided by the Company and will be the equivalent to Central States R-4 coverage to eligible employees with "30 years and out" years of service and at age 57 pursuant to all other R-4 requirements. The current cost of the coverage is \$50.00 per month.

AGREEMENT

between

ALFRED NICKLES BAKERY, INC.

and

**CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 175**

affiliated with

**THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**



RECEIVED

NOV 15 2010

CONTRACT
DEPARTMENT

DURATION OF AGREEMENT

May 6, 2010 through May 5, 2013

AGREEMENT

THIS AGREEMENT between ALFRED NICKLES BAKERY, INC., its successors or assigns, hereinafter referred to as the Employer, and CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 175, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

NOW, THEREFORE, the Employer and the Union, acting by and through their duly authorized agents, hereby agree as follows:

ARTICLE 1 **DECLARATION OF PURPOSE**

It is the desire of the parties to establish rates of pay and working conditions of employees covered by this Agreement and to establish, promote and foster a relationship that will be enduring and of advantage to the Union and to the Employer.

ARTICLE 2 **UNION RECOGNITION**

Section 1: Scope of Agreement

The Company agrees to recognize the Union as exclusive bargaining representative for all employees in the job classifications listed in Schedule "A", excluding any and all other employees working at the Fairmont, West Virginia Branch, 220 Meadowlane Ave., Fairmont, West Virginia 26554.

Section 2: Route Sales Representative

Primary purpose of the route sales representatives position is to sell the Company's products, properly obtain and place orders, to deliver the product and properly serve the customer and/or collect from the customer upon proper completion of the sale. If an account is not paid, it must promptly be brought to the attention of the Branch Manager. In the event the Branch Manager instructs a Route Salesman to continue to serve an un-authorized, unpaid account, such Route Salesman will not be responsible for any monies owed to the Company. In addition, the Branch Manager shall provide such instructions in writing. If a Route Salesman chooses to service an un-authorized, unpaid account the Route Salesman shall be responsible for any monies owed to the Company. It is understood that if the Branch Manager does not authorize the continued service of an account, such Route Salesman shall be permitted to drop said account.

Section 3. Pension Plan

Effective October 1, 1992 the Company agrees to contribute the sum of One Hundred thirty-four dollars and thirty-two cents (\$134.32) per month to the Employer-Teamster Joint Council No. 84 Pension Fund for each regular employee covered by this Agreement and on the payroll of the Company for thirty (30) days or more for an insurance program to be administered jointly by the Company and the Union in regulations. Premiums shall be paid on every qualified employee who has worked thirty (30) days or more and is on the Seniority List, who works five (5) or more days, or is on paid vacation in any calendar month.

The Employer agrees to contribute per week for each employee in the bargaining unit to the Central States Southeast and Southwest Pension Fund and further agrees to make remittances of such contributions in accordance with the rules established by the Fund Trustees and the Declaration of Trust.

The Employers' contribution to such Pension Fund shall be as follows:

Effective May 6, 2010	\$107.00 per week (Class 15 C)
Effective May 6, 2011	\$115.60 per week
Effective May 6, 2012	\$122.50 per week

Effective July 17, 2005, the parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all employees who have been on the Employer's payroll for thirty (30) calendar days, with the exception of part-time employees.

In the event that any part-time employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for non part-time employees.

This Letter of Understanding and Agreement shall remain in effect as long as the Employer is obligated by contract or operation of law to contribute to the Pension Fund on behalf of any of its employees and shall not be terminated by the termination of the current or any successor collective bargaining agreement, nor shall it be superceded or modified by any subsequent agreement between the parties (except an agreement that shortens the period of time before contributions shall be due on behalf of employees.)

If an employee is absent because of illness or off-the-job injury, and notified the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job (compensable), the Employer shall continue to pay the required contributions until such employee returns to

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



AGREEMENT

BETWEEN

NISSEN COAL

And

TEAMSTERS LOCAL UNION NO.20

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE: MAY 1, 2012 EXPIRATION: APRIL 30, 2017

RECEIVED

MAY 08 2012

**CONTRACT
DEPARTMENT**

EFFECTIVE: MAY 1, 2012

EXPIRATION: APRIL 30, 2017

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2012 in the City of Toledo, Lucas County, Ohio, by and between Nissen Coal, their successors or assigns, who are sometimes hereinafter severally referred to as the "Employer" or the "Company" and Local Union No. 20, Toledo, Ohio, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen. and Helpers of America, hereinafter called the "Union."

WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the Employer and the employees and in consideration of the promises, obligations and undertakings of each party as herein contained, agree as follows:

ARTICLE I - RECOGNITION

1. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives and successors, as the exclusive bargaining agency for all of the employees of the Employer as classified in Article VIII of this Agreement. Supervisory, office employees and operating engineers are specifically excluded.
2. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.
3. The Employer agrees that it will not interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership or office in the Union and it will not sponsor or promote, financially or otherwise, any group or other labor organization, which seeks to represent the employees during the period of this Agreement.

ARTICLE II - UNION SECURITY CLAUSE

4. It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) working day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their

created under this Agreement in accordance with the rules and regulations of the Trustees of such Fund, after an Officer of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting there from,

Employers who are delinquent also must pay all attorney fees and costs of collection.

ARTICLE XVII - PENSION PLAN

76. Effective May 1, 2012, the Employer shall contribute to the Central States, Southeast, Southwest Areas Pension Plan the sum of \$132.80 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 1, 2013, the sum will be increased to \$138.10 per week. Effective May 1, 2014, the sum will be increased to \$143.60 per week. Effective May 1, 2015, the sum will be increased to \$149.30 per week. Effective May 1, 2016, the sum will be increased to \$155.30.
77. By the execution of this Agreement, the Employer authorizes the Employer's associations which are parties hereto, to enter into appropriate Trust Agreement necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
78. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (2) months. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.
79. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contributions to the Central States, Southeast and Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an Officer of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Pension payments, the Union shall have the right to take such action as they may deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom.

Employers who are delinquent also must pay all attorney fees and costs of collection.

ARTICLE XVIII – LEASED EQUIPMENT

80. The Employer agrees that to protect the wages, hours and working conditions that they will not lease, hire or contract equipment to any individual partnership or corporation which would have tendency to undermine the provisions of this Agreement.
81. In the event the Employer leases equipment from individual owner, then and in that event the Employer shall pay the driver directly and separately from the Lessor of said equipment.
82. The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

ARTICLE XIX – PROTECTION OF RIGHTS

83. Picket Line – It shall not be violation of this Agreement, and shall not be cause for discharge or disciplinary action, in the event an employee:
 - (A) Refuses to enter upon any property of his Employer involved in a lawful primary labor dispute, or refuses to go through, or work behind, any lawful primary picket lines at his Employer's place of business, including picket lines of Unions, parties to this Agreement; or
 - (B) Refuses to go through, or work behind any picket line, including picket lines of Unions, parties to this Agreement, at the places of business or any other Employer where the employees of such Employer are engaged in a strike ratified or approved by the Union of such employees whom such Employer is legally required to recognize.
84. Struck Goods – It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his Employer performs by arrangement with an employer or person whose employees are on strike and which service, but for such strike, would be performed by the employee of the Employer or persons on strike.
85. Grievances – All grievances resulting from violation of Article 19 shall be processed in accordance with the grievance procedure set forth in Article 11, page 9, of this Agreement.
86. Sympathetic Action – In the event of a primary labor dispute between any Employer or Union, party to this Agreement, during the course of which such

AGREEMENT

NORRENBURNS LUMBER CO.
INDIVIDUAL LUMBER

2010 - 2015

THIS AGREEMENT MADE AND ENTERED INTO EFFECTIVE THE 1ST DAY OF MAY, 2010, BY AND BETWEEN NORRENBURNS LUMBER COMPANY, ITS SUCCESSORS OR ASSIGNS, HEREINAFTER CALLED THE "EMPLOYER", AND THE CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER REFERRED TO AS THE "UNION", FOR THE PURPOSE OF ESTABLISHING RATES OF PAY, WAGES, HOURS OF WORK, AND CONDITIONS OF EMPLOYMENT TO BE OBSERVED BETWEEN THE PARTIES HERETO.

ARTICLE I - RECOGNITION

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

SECTION 2. THE EMPLOYER WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 3. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT ALL PERSONS WHO ARE HEREAFTER EMPLOYED BY THE EMPLOYER IN THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT SHALL BECOME MEMBERS OF THE UNION NOT LATER THAN THE THIRTY-FIRST (31ST) DAY FOLLOWING THE BEGINNING OF THEIR EMPLOYMENT OR THE EXECUTION DATE OF THIS AGREEMENT, WHICHEVER IS THE LATER; THAT EFFECTIVE FROM AND AFTER THE THIRTY-FIRST (31ST) DAY FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT, THE CONTINUED EMPLOYMENT BY THE EMPLOYER IN SAID UNIT OF PERSONS WHO ARE ALREADY MEMBERS IN GOOD STANDING OF THE UNION SHALL BE CONDITIONED UPON THOSE PERSONS CONTINUING THEIR PAYMENT OF THE PERIODIC DUES OF THE UNION; AND THAT THE CONTINUED EMPLOYMENT OF PERSONS WHO WERE IN THE EMPLOY OF THE EMPLOYER PRIOR TO THE DATE OF THIS AGREEMENT AND WHO ARE NOT NOW MEMBERS OF THE UNION SHALL BE CONDITIONED UPON THOSE PERSONS BECOMING MEMBERS OF THE UNION NOT LATER THAN THE THIRTY-FIRST (31ST) DAY FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT. THE FAILURE OF ANY PERSON TO BECOME A MEMBER OF THE UNION AT SUCH REQUIRED TIME SHALL OBLIGATE THE EMPLOYER UPON WRITTEN NOTICE FROM THE UNION TO SUCH EFFECT AND TO THE FURTHER EFFECT THAT UNION MEMBERSHIP WAS AVAILABLE TO SUCH PERSON ON THE SAME TERMS AND CONDITIONS GENERALLY AVAILABLE TO

CONTRIBUTIONS SHALL BE MADE ON ALL EMPLOYEES RECEIVING ANY WAGES, SHOW UP TIME, VACATION TIME OR HOLIDAY PAY FOR A PERIOD OF ONE WEEK AFTER AN EMPLOYEE HAS SIXTY (60) WORKING DAYS OF EMPLOYMENT WITH THE EMPLOYER INCLUDING ALL INCREASES.

BY THE EXECUTION OF THIS AGREEMENT, THE EMPLOYER ADOPTS AND AGREES TO ABIDE BY THE PRESENT TRUST AGREEMENT AND THE HEALTH AND WELFARE BENEFITS ESTABLISHED THROUGH COLLECTIVE BARGAINING AS AFORESAID.

IF AN EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. WHEN ANY PARTY HERETO SHALL BE DELINQUENT AT THE END OF ANY PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE HEALTH AND WELFARE FUND CREATED UNDER THIS CONTRACT, AND SUCH DELINQUENCY SHALL BE UNCHALLENGED OR, AFTER CHALLENGE, SHALL HAVE BEEN AUDITED AND FOUND TO BE CORRECT, THE EMPLOYEES OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF SUCH DELINQUENCY TO THE AFFECTED EMPLOYER, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS SHALL BE NECESSARY TO SECURE PAYMENT; PROVIDED, HOWEVER, THAT IF THE DELINQUENCY IS CAUSED BY REASONS BEYOND THE CONTROL OF THE EMPLOYER, THEN NO SUCH ACTION SHALL BE TAKEN.

ARTICLE XX - PENSION

EFFECTIVE MAY 1, 2010. THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF TWO HUNDRED THIRTY TWO DOLLARS AND SEVENTY CENTS (\$232.70) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT, WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS. COMPANY WILL ASSUME ALL INCREASES AS LISTED BELOW

CONTRIBUTION RATE INCREASES

2011-(246.70)	TWO HUNDRED FORTY SIX DOLLARS & SEVENTY CENTS
2012-(259.00)	TWO HUNDRED FIFTY NINE DOLLARS & NO CENTS
2013-(269.40)	TWO HUNDRED SIXTY NINE DOLLARS & FORTY CENTS
2014-(280.20)	TWO HUNDRED EIGHTY DOLLARS & TWENTY CENTS

CONTRIBUTIONS SHALL BE MADE ON ALL EMPLOYEES RECEIVING PAY WAGES, SHOW UP TIME, VACATION PAY OR HOLIDAY PAY.

IF AN EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH

EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE, SUFFICIENT MONIES TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

CONTRIBUTIONS TO SUCH PENSION FUND MUST BE MADE FOR EACH WEEK ON EACH REGULAR EMPLOYEE, EVEN THOUGH SUCH EMPLOYEE MAY WORK ONLY PART TIME UNDER THE PROVISIONS OF THIS CONTRACT.

THE EMPLOYER AGREES THAT AT THE TIME IT EXECUTES THIS AGREEMENT IT WILL ALSO EXECUTE THE PRESENT PARTICIPATION AGREEMENT WITH THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND; PROVIDED, HOWEVER, THAT NONE OF THE PROVISIONS OF THE AFORESAID TRUST AGREEMENT SHALL IN ANY WAYS OPERATE OR BE CONSTRUED TO OPERATE AS ALTERING ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, NOR INCREASE ANY OF THE RATES OF CONTRIBUTIONS HEREIN FOR THE LIFE OF THIS AGREEMENT. ALL AMENDMENTS HEREINAFTER ADOPTED BY THE TRUSTEES TO THE TRUST AGREEMENT WITH RESPECT TO THE ADMINISTRATION OF THE SAID TRUST AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON THE PARTIES TO THIS CONTRACT, BUT NO AMENDMENT TO THE TRUST AGREEMENT WHICH AFFECTS THE ESSENCE OR SUBSTANCE THEREOF OR MATERIALLY ALTERS THE AGREEMENT SHALL BE EFFECTIVE AND BINDING DURING THE LIFE OF THIS AGREEMENT. THE TRUST AGREEMENT PROVIDES THAT THE TRUSTEES MAY, BY THEIR REPRESENTATIVES, EXAMINE THE PERTINENT RECORDS OF EACH EMPLOYER AT THE EMPLOYER'S PLACE OF BUSINESS WHENEVER SUCH EXAMINATION IS DEEMED NECESSARY OR ADVISABLE BY THE TRUSTEES. WHEN ANY PARTY HERETO SHALL BE DELINQUENT AT THE END OF ANY PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE PENSION FUND CREATED UNDER THIS CONTRACT, AND SUCH DELINQUENCY SHALL BE UNCHALLENGED, OR, AFTER CHALLENGE, SHALL HAVE BEEN AUDITED AND FOUND TO BE CORRECT, THE EMPLOYEES OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF SUCH DELINQUENCY TO THE AFFECTED EMPLOYER, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS SHALL BE NECESSARY TO SECURE PAYMENT; PROVIDED, HOWEVER, THAT, IF THE DELINQUENCY IS CAUSED BY REASONS BEYOND THE CONTROL OF THE EMPLOYER, THEN NO SUCH ACTION SHALL BE TAKEN. UNLESS THE EMPLOYER SHALL EXECUTE THE SAID TRUST AGREEMENT AND THE NECESSARY PAPERS IN CONNECTION WITH THE ADMINISTRATION THEREOF IN ACCORDANCE WITH THE PROVISIONS ABOVE, THIS AGREEMENT SHALL BE CONSIDERED VOID AND OF NO EFFECT.

ARTICLE XXI - D.R.I.V.E.

THE EMPLOYER WILL RECOGNIZE A LAWFUL, VOLUNTARY EMPLOYEE AUTHORIZATION FOR A DRIVE DEDUCTION FROM WAGES. THE DRIVE DEDUCTION SHALL BE MADE WEEKLY AND REMITTED WITHIN 30 DAYS TO NATIONAL DRIVE, C/O INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 25 LOUISIANA AVENUE, N.W., WASHINGTON, D.C. 20001. THE INTERNATIONAL UNION SHALL REIMBURSE THE EMPLOYER FOR ONLY THE EMPLOYER'S ACTUAL COST FOR THE EXPENSE INCURRED HEREBY.

ARTICLE XXII - TERMINATION

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 1ST DAY OF MAY, 2010, AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE 30TH DAY OF APRIL, 2015, AND FOR A PERIOD OF ONE (1) YEAR THEREAFTER FROM EACH SUCCEEDING TERMINATION DATE UNLESS AND UNTIL WRITTEN NOTICE OF THE DESIRE OF EITHER PARTY TO TERMINATE OR MODIFY ANY OF THE PROVISIONS THEREOF IS GIVEN TO THE OTHER BY UNITED STATES REGISTERED MAIL, RETURN RECEIPT REQUESTED, WHICH NOTICE SHALL BE POSTMARKED AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRATION DATE.

THE NOTICE OF TERMINATION OR MODIFICATION SHALL CONTAIN:

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

(2) THE PARTY RECEIVING SUCH NOTICE MAY, IN SO FAR AS PRACTICAL, REPLY BY THE SUBMISSION OF COUNTER-PROPOSALS WITHIN THIRTY (30) DAYS AFTER THE RECEIPT OF SUCH NOTICE TO TERMINATE OR MODIFY. SUCH COUNTER-PROPOSALS MAY CONSIST OF EITHER A TENDER OF A NEW CONTRACT OR SUBSTITUTE PROPOSALS FOR THOSE PROPOSALS OFFERED OR PROPOSALS FOR MODIFICATIONS OF OTHER SECTIONS THAN THOSE INDICATED IN THE NOTICE OF THE OTHER PARTY. IT IS THE OBJECTIVE OF THIS PROVISION TO INAUGURATE NEGOTIATIONS AT THE EARLIEST POSSIBLE TIME PRIOR TO THE EXPIRATION HEREOF.

(3) THE TERMS OF THIS AGREEMENT SHALL CONTINUE IN EFFECT SO LONG AS THE PARTIES SHALL CONTINUE TO NEGOTIATE IN GOOD FAITH IN AN EFFORT TO REACH A COMPLETE AGREEMENT ON A NEW CONTRACT OR MODIFICATION HEREOF. SUCH NEGOTIATIONS SHALL CONTINUE UNTIL EITHER AGREEMENT IS REACHED OR UNTIL THE PARTIES CONCLUDE IT IS NOT PROBABLE THAT FURTHER NEGOTIATIONS SHALL PRODUCE AGREEMENT.

(4) SHOULD THE PARTIES BE UNABLE TO AGREE IN A PERIOD WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION DATE OF SUCH CONTRACT, THEY SHALL THEN NOTIFY THE FEDERAL MEDIATION AND CONCILIATION SERVICE OF THE EXISTENCE OF A DISPUTE, AND SIMULTANEOUSLY THEREWITH ANY STATE AGENCY ESTABLISHED TO MEDIATE DISPUTES WITHIN THE STATE.

(5) SHOULD THE PARTIES REACH AN AGREEMENT UPON THE TERMS AND PROVISIONS OF A NEW CONTRACT, OR A CONTRACT CONTAINING THE DESIRED MODIFICATIONS, AT A TIME SUBSEQUENT TO THE TERMINATION DATE OF THIS CONTRACT, THEN, IN SUCH EVENT, ALL OF THE TERMS AND PROVISIONS OF THE NEW CONTRACT, OR THE CONTRACT CONTAINING THE DESIRED MODIFICATION PROVIDED FOR ADJUSTED PAY SCALES, SHALL BE RETROACTIVE TO THE TERMINATION DATE OF THIS CONTRACT UNLESS OTHERWISE SPECIFIED, PROVIDED, HOWEVER, THAT NO NEW PROVISION

SHALL HAVE BEEN DEEMED TO HAVE BEEN VIOLATED FOR THE REASON THAT IT WAS NOT COMPLIED WITH DURING SUCH PERIOD OF NEGOTIATION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS, THE _____ DAY OF _____, 2010 AT THE CITY OF ST. LOUIS, MISSOURI.

SIGNATURE PAGE

NORRENBERNS LUMBER COMPANY

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

BY *Debra J. Bruce*

BY *[Signature]* 5-5-11
PRESIDENT

BY *[Signature]* 5-5-11
SECRETARY-TREASURER

RECEIVED
MAY 20 2011
CONTRACT
DEPARTMENT

MECHANICS' AGREEMENT

BETWEEN

NORRIS BROTHERS COMPANY, INC.
AND

AUTOMOBILE TRANSPORTERS, NEW TRAILER, AND ARMORED CAR DRIVERS,
AIRLINE, MECHANICS AND
GARAGEMEN UNION LOCAL NO. 964

RECEIVED

SEP 09 2013

CONTRACT
DEPARTMENT

JUNE 1, 2013 THROUGH MAY 31, 2018

MECHANICS' AGREEMENT

THIS AGREEMENT, made and entered into at Cleveland, Ohio, this 8th day of August, 2013, effective June 1, 2013, by and between NORRIS BROTHERS COMPANY, INC., the Employer, hereinafter called the Employer, and AUTOMOBILE TRANSPORTERS, NEW TRAILER AND ARMORED CAR DRIVERS, AIRLINE, MECHANICS AND GARAGEMEN UNION LOCAL NO. 964, Affiliated with the International Brotherhood of Teamsters, hereinafter called the Union, its purpose being to promote and maintain harmony between the Employer and its employees employed under this Agreement.

WITNESSETH THAT, the Union and the Employer agree to be bound by the following terms and provisions covering wages and working conditions of the employees of the Employer, members of the Union.

ARTICLE I RECOGNITION

Section 1

(a) The Employer recognizes and acknowledges that the Local Union affiliated with the International Brotherhood of Teamsters, is the exclusive representative of all employees in the classifications of work covered by this Agreement, for the purpose of collective bargaining as provided by the National Labor Relations Act.

(b) All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later, no matter if casual, seasonal, part-time or full-time. An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Local Union,

Action for delinquent contributions may be instituted by either the Local Union or the Trustees of the health and welfare fund. Employers who are delinquent must also pay all attorney's fees and costs of collection as provided for in ERISA.

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 Fund 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 XI
PENSION

Effective June 1, 2013, pension contributions for each regular employee shall be as follows:

Effective June 1, 2013 - \$268.80 per week per employee
Effective June 1, 2014 - \$279.60 per week per employee
Effective June 1, 2015 - \$290.80 per week per employee
Effective June 1, 2016 - \$302.40 per week per employee
Effective June 1, 2017 - \$314.50 per week per employee

Effective June 1, 2010, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sums as set forth above for each contract year for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Conference Joint Area Committee by either the employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust

Fund the amounts due, together with any other charges uniformly applicable to the past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

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

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

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

Contributions to the Pension Fund must be made at the weekly rate on each regular or extra employee or new hire who qualifies under the provisions of this Agreement.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

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

All contractual provisions contained in Supplemental Agreements relating to pensions shall operate as provided in such Agreement.

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 Fund and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of Fleet Owners who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

ARTICLE XII
FOREMAN

Section 1

The Employer agrees that there shall be a minimum of one (1) working foreman for each shop where there are a reasonable number of men employed under this Agreement, or where working conditions warrant.

ARTICLE XIII
HIGHER RATE OF PAY

Section 1

Nothing contained in this Agreement shall prevent the payment of a higher rate of pay at the discretion of the Employer and no employee shall have his rate of pay reduced as a result of this Agreement.

ARTICLE XIV
VACATIONS

Section 1

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

One year employment one (1) week
Two years or more two (2) weeks

Agreement

By and BETWEEN

THE CLEVELAND DRAYMEN ASSOCIATION

NORRIS BROTHERS COMPANY INC.

AND

**TEAMSTERS UNION LOCAL NO. 407, Affiliated
with the**

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

SEPTEMBER 1, 2014 – AUGUST 31, 2017

SEPTEMBER 1, 2014 - AUGUST 31, 2017

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

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

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

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

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

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

JURISDICTION

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

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

Section 3. PENSION FUND

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

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

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

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

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

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

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

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

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

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

Section 4. DELINQUENT CONTRIBUTIONS

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

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

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

ARTICLE V GENERAL DUTIES OF EMPLOYERS AND EMPLOYEES

Section 1. FURTHER THE CAUSE OF THE INDUSTRY

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

Section 2. EQUIPMENT, ACCIDENTS, REPORTS

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

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
NORTH ELECTRIC COMPANY
AND
TEAMSTERS LOCAL UNION No. 247
an affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Effective May 1, 2014 through April 30, 2017

RECEIVED

SEP 18 2014

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2014, by and between **NORTH ELECTRIC COMPANY**, located at 1290 N. Opdyke Road, Auburn Hills, Michigan 48057, party of the first part, and hereinafter termed the Employer, and **TEAMSTERS LOCAL UNION No. 247**, affiliated with the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan 48216, party of the second part, hereinafter called the Union.

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

ARTICLE 1 RECOGNITION, UNION SHOP AND DUES

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

Section 2. The Employer agrees that, as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing with the Union, no later than the thirty-first (31st) day following the beginning of their employment or the thirty-first (31st) day following the effective date of this clause, whichever is later.

Upon written notice from the Union that any employee has failed to acquire or retain membership as above described, the Employer shall be obligated to discharge such employee. However, no discharge shall be requested that violates the provisions of the Labor Management Relations Act of 1947, as amended, or decisions of the National Labor Relations Board.

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

Section 4. The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues and initiation fees of the Union having jurisdiction over such employees, and agrees to remit to said Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

employees that the slowdown, suspension of work, or other unified work stoppage has not been authorized by the International or Union, or any other officers and further stating that the employees are in violation of the provisions of this Agreement unless they return to work, or remain at work.

**ARTICLE 11
HEALTH AND WELFARE AND PENSION**

The Employer agrees, for the duration of this Agreement, to pay into the McLaren POS Platinum 1 PPO Plan or equivalent plan, for each employee covered by this Agreement who is on the regular seniority list.

For the duration of the this Agreement, each employee will be responsible for a twenty percent (20%) weekly co-pay, through payroll deduction, towards the above healthcare contributions.

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

<u>Effective Date:</u>	<u>Weekly Contribution Amount:</u>
5/1/14	\$140.20
5/1/15	\$148.60
5/1/16	\$154.50

If there is an enforceable increase to the amount of the weekly pension contributions during the period of the Agreement, the increase will be paid by the employee(s) through payroll deductions. If there is an enforceable decrease to the amount of the weekly pension contribution during the period of this Agreement, the Employer shall retain that reduction and it will not be paid to the employees.

All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the address furnished by the Fund.

Contributions to healthcare fund and to the pension fund must be made for each week on each regular employee.

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

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

healthcare fund and pension fund for a period of four (4) weeks, provided, however, that the circumstances of injury shall not have been unusual and further that any dispute as to the injury shall be settled in accordance with Article VII of this Agreement. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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

It is agreed that the pension fund will be administered jointly by Employers and Union in compliance with all applicable laws and regulations, both state and federal.

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

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

ARTICLE 12 PICKET LINE

Section 1. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of unions party to this Agreement, and including primary picket lines at the Employer's places of business.

Section 2. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which, but for the existence of a controversy between a labor union and any other person (whether party to this Agreement or not) would be performed by the employees of such person.

**ADDITIONAL PARTIES
TO
AGREEMENT**

The undersigned parties have examined the Agreement between Highway, Heavy, and Utility Division - ICA, Inc. and Teamsters Joint Council No. 69 effective April 1, 2014 to March 31, 2017, and by our signatures hereunder attached, we hereby agree to be and are bound by all terms, provisions and conditions of said Agreement.

(Name of Employer) NORTHERN INDIANA TRUCKING, INC.

(Address of Employer) 7020 ARDMORE AVENUE

(City, State, and Zip Code) FORT WAYNE, IN 46809

By: *Joseph L. Burr*

Title: *C.O.O.*

Date: *5-8-14*

TEAMSTERS JOINT COUNCIL NO. 69

By: *Jim W. Wilson*

Title: *Construction Chairman*

Date: *5-29-14*

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JUN 17 2014

**CONTRACT
DEPARTMENT**

STOCKPILE AGREEMENT

This Stockpile Agreement is to cover all work not addressed in Article 2 (Scope - Coverage) of the Highway, Heavy, Railroad and Underground Utility Contracting Agreement with Teamsters Joint Council No. 69, Teamsters Local Union No. 364 and Northern Indiana Trucking, LLC.

Stockpile Hourly Rate - Pay at least seventy-five percent (75%) of hourly rate in effect.

Stockpile Percentage Rate - Company can pay percentage. Percentage pay would have to equal at least seventy-five percent (75%) of hourly rate for time spent.

A. Company will pay health, welfare and pension on all stockpile work in accordance with Articles 22 and 23.

B. Example: An employee works nine (9) hours total.

6:00 am to 8:30 am - 2½ hours stockpiling at stockpile rate
8:30 am to 3:00 pm - 6½ hours construction at construction rate

Nine (9) hours in this example would pay as follows:

2½ hours at stockpile rate
5½ hours at construction straight time rate
1 hour at construction rate at time and one-half (1½).
Equals total 9 hours worked and paid.

The parties agree if problems occur with the Stockpile Agreement, the Company and Union will meet to attempt to resolve problems/issues within fourteen (14) days.

The Stockpile Agreement may be cancelled by either party with sixty (60) days' written notice. The sixty (60) day written notice will not apply to stockpile work that has been bid and awarded prior to the sixty (60) day notice being given by either party.

All articles of the Highway, Heavy, Railroad and Underground Utility Contracting Agreement not addressed specifically in this Stockpile Agreement will continue for the duration of this Stockpile Agreement.

Northern Indiana Trucking, LLC

By [Signature]

Title [Signature]

Date Signed 4-15-09

LOCAL UNION NO. 364 affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By [Signature]

Title Gary K. Monroe
Business Agent

Date Signed April 15, 2009

By _____ MAY 13 2009

Title _____ Steward **CONTRACT DEPARTMENT**

Date Signed _____

[Signature]

2 [Signature]

3 [Signature]

4 [Signature]

5 [Signature]

7. [Signature]

8. [Signature]

9. [Signature]

INTRODUCTION

This Agreement, signed this _____ day of June, 2013 and effective June 1, 2013 by and between:

NORTHERN LAKES SEAFOOD & MEATS, L.L.C.
12301 Conant Detroit MI 48212

party of the first part, and hereinafter termed of the Employer, and Local Union No. 337, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull Avenue, Detroit, Michigan 48216 party of the second part, hereinafter called the Union.

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

WITNESSETH:

ARTICLE I

RECOGNITION, UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A". The terms of this Agreement will apply to all employees in the classifications of work set forth herein.

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

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CONTRACTS
DEPARTMENT

involved in a primary labor dispute, or refuses to go through, or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's place of business.

Section 2. A duly authorized strike to enforce the terms of this Article will not be a violation of any provision of this Agreement.

ARTICLE XIV

MAINTENANCE OF STANDARDS

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

ARTICLE XV

GENERAL

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

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

Section 3. The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, or national origin.

ARTICLE XVI

HEALTH AND WELFARE AND PENSION

The Employer will provide a medical and health insurance plan for all employees, their spouses and dependents with an opt-out agreement which would begin the first of the month following six (6) months of employment. The Employer will pay \$75 a month in the employee's regular payroll check (not separate) to any employee that elects to opt out.

Effective June 1, 2013 to December 31, 2013, the Employer will pay 80% of the monthly premium and the employee will pay 20% of the monthly premium. After January 1, 2014, in addition to their current 20% share, employees will pay 100% of premium increases.

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

<u>Effective Date</u>	<u>Amount</u>	
	<u>Weekly</u>	<u>Hourly</u>
April 29, 2013	\$85.60	\$2.14
April 29, 2014	\$90.70	\$2.27
April 29, 2015	\$96.10	\$2.40
April 29, 2016	\$99.90	\$2.50
April 29, 2017	\$103.90	\$2.60

Contributions to the Pension Plan for newly hired employees will begin on the employee's thirty-first (31st) day of employment. All payments into the Central states, Southeast and Southwest Areas Pension Fund must be made within 15 days from the end of each calendar month to

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

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

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

If an employee is granted a leave of absence, the Employer will collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions to maintain health insurance coverage during the period of absence.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Pension Fund, in accordance with the with the rules and regulations of the Trustees of such Fund and

after the proper official of the Local Union will have given 72 hours' notice to the Employer of such delinquency in the Pension Fund payments, the Union will have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses resulting therefrom.

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

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

ARTICLE XVII

PAID FOR TIME

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

If regularly scheduled and not put to work, employees will be guaranteed four (4) hours pay at the rate specified in this Agreement, except for conditions beyond the control of the Employer such as, but not limited to acts of God, floods, fires, power failure and explosions.

ARTICLE XVIII

PAY PERIOD

All regular employees covered by this Agreement will be paid in full each week at the end of each pay period. All other employees will be paid at the end of their working period. Not more than seven days will be held from a regular employee.

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

physical or mental, drug, alcohol, written or oral, with costs to be paid by the Employer. The Employer may utilize E-Verify and security cameras.

It is expressly understood and agreed that the Employer reserves and retains all rights and prerogatives not specifically relinquished by a written provision of this Agreement. The listing of specific management rights in this paragraph is not intended to be or shall be considered to be a restriction of or a waiver of any Employer right, whether or not such rights have been exercised in the past.

ARTICLE XXVII

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party will be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE XXVII

TERMINATION OF AGREEMENT

Section 1. This Agreement will be in full force and effect from June 1, 2013 to and including May 31, 2018, and will continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to 2018, or May 31st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties will be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree.

Section 3. It is understood and agreed between the parties that the provisions contained in Schedule "A" attached, may be reopened for negotiations between the parties May 31, 2013, provided that the party desiring to reopen first serves notice in writing upon the other party at least sixty (60) days prior to 2018. If no such notice is given, the said Schedule "A" will continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule 'W', the Union will have the right to strike' in support of its demands, notwithstanding any provisions of this Contract to the contrary.

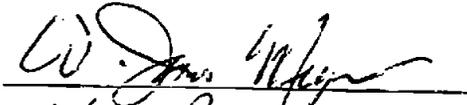
Section 4. In the event of an inadvertent failure by the Union to give the notice set forth in Section 1, 2, and 3 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement will be the sixty-first (61st) day following such notice.

Section 5. In the event of war, declaration of emergency, or imposition of civilian controls during the life of this Contract, either party may reopen the same upon sixty (60) days written notice and request re-negotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party will be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein will be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration.

COMPANY

**NORTHERN LAKES SEAFOOD
AND MEATS, L.L.C.**

By:

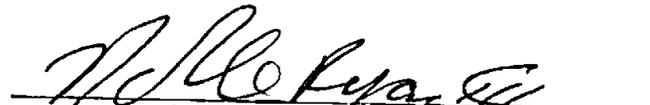

Vice President

UNION

LOCAL UNION NO. 337

Affiliated with the International Brotherhood of
Teamsters

By:


R.C. Sec.

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**CONTRACT
DEPARTMENT**

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MAY 15 1991

ADOPTION OF AGREEMENT

The undersigned Employer, not presently represented by the above Association, hereby adopts the foregoing Agreement in its entirety.

Northern Pipeline Const.

Legal Name of Employer
5040 363rd St. 64

Mark Park, IL 60151
Address of Employer (include city and state)

[Signature]
Signature of Authorized Representative of Employer

*Northern Pipeline is signing
this agreement with only
Local 722.*

*WE ARE NOT A PARTY OF THE
ASSOCIATED GENERAL CONTRACTORS
OF ILLINOIS.*

MEMORANDUM OF AGREEMENT

It is understood and agreed that ARTICLE 10 (WAGES) and ARTICLE 12 (PENSION) shall be governed by the following listings of Local Unions which have voted to remain with the weekly pension contribution rate and those which have voted to exercise the option to change from a weekly to a daily pension contribution rate for the term of this Agreement.

Weekly Pension Contribution Rate	Daily Pension Contribution Rate
Danville, Local 26	Belleville, Local 30
West Frankfort, Local 347	Decatur, Local 279
Knox Island, Local 333	Alton, Local 521
Peoria, Local 627	Springfield, Local 814
LaSalle, Local 722	Illinois, Local 133

It is further understood and agreed that this MEMORANDUM OF AGREEMENT shall be construed as part of the ARTICLES OF CONSTRUCTION AGREEMENT between AGC of Illinois and the Illinois Conference of Teamsters, effective May 1, 1991, expiring April 30, 1995.

IN WITNESS WHEREOF, the parties have executed this MEMORANDUM OF AGREEMENT as of the day and year first set forth above.

NORTHVILLE DOWNS

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MAR 26 2007

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DEPARTMENT

INTRODUCTION

RECEIVED

THIS AGREEMENT, signed this _____ day of _____
and effective the date of January 1, 2006, A.D. by and between **MAR 26 2007**

NORTHVILLE DOWNS

**CONTRACT
DEPARTMENT**

301 N. CENTER STREET, NORTHVILLE, MI 48167

party of the first part, and hereinafter termed the Employer, and Local Union No. 337, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull Avenue, Detroit, Michigan 48216 party of the second part, hereinafter called the Union.

WHEREAS:

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

WITNESSETH:

ARTICLE 1

RECOGNITION, UNION SHIP AND DUES

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

Section 2. All present employees who are members of the Union on the effective date of this Section will remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hires hereafter will on and after the 31st day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Local Union as a condition of employment.

ARTICLE XIII

HEALTH AND WELFARE AND PENSION

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

PLAN I

<u>\$224.80</u> per week	Effective as of <u>April 1, 2006</u>
<u>\$258.00</u> per week	Effective as of <u>April 1, 2007</u>
<u>\$308.00</u> per week	Effective as of <u>April 1, 2008</u>
<u>\$333.55</u> per week	Effective as of <u>April 1, 2009</u>

PLAN II (YNN-IN)

<u>\$137.70</u> per week	Effective as of <u>April 1, 2006</u>
<u>\$161.50</u> per week	Effective as of <u>April 1, 2007</u>
<u>\$195.20</u> per week	Effective as of <u>April 1, 2008</u>
<u>\$218.20</u> per week	Effective as of <u>April 1, 2009</u>

MOB – Maintenance of Benefits

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

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

<u>\$177.60</u> per week	Effective as of <u>April 1, 2006</u>
<u>\$190.00</u> per week	Effective as of <u>April 1, 2007</u>
<u>\$203.30</u> per week	Effective as of <u>April 1, 2008</u>
<u>\$217.50</u> per week	Effective as of <u>April 1, 2009</u>

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

Mellon Bank, Central States Funds, Department 10291, Palatine IL 60055-0921.

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular and otherwise eligible employee even though such employee may work only part-time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health & Welfare Fund and/or Pension Fund. Provided, however, the Employer's contribution to such Welfare Fund and Pension Fund will be divided pro rata between the individual Employer operating at a race track with respect to all mutual employees.

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund for a period of four (4) weeks. However, no payment to Pension will be required during this period. If an employee is injured on the job, the Employer will continue to pay the required contribution to both Health and Welfare and Pension until such employee returns to work; however, such contribution will not be paid for a period of more than six (6) months.

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

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

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

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

ARTICLE XIV

PAID FOR TIME

All employees covered by this Agreement will be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement will be minimums. Time will be computed from the time that the employee is ordered to report for work and registers in, until the time that he is effectively released from duty.

ARTICLE XV

PAY PERIOD

All regular employees covered by this Agreement will be paid in full each week. Not more than seven days will be held from a regular employee. The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee will be provided with an itemized statement of his earnings and all deductions made for any purpose, upon request of individual employees or Union representatives.

ARTICLE XVI

UNIFORMS

The Employer agrees that if any employee is required to wear any kind of uniform, such uniform will be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.

INTRODUCTION

THIS AGREEMENT, signed this ~~Jan~~ 1st day of January
and effective the date of Jan 1, 2010 by and between

**NORTHVILLE DOWNS
301 NORTH CENTER STREET
NORTHVILLE MI 48167**

party of the first part, the Employer, and Local Union No. 337, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull Avenue, Detroit, MI 48216, party of the second part, the Union.

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

WITNESSETH:

ARTICLE 1 RECOGNITION, UNION SHOP, AND DUES

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

The terms of this Agreement will apply to all employees in the classifications of work set forth herein and will cover all accretions to, relocations or consolidations of bargaining unit operations to full extent allowed by law. Other newly established or acquired operations of the Employer will be covered by this Agreement.

Section 2. All present employees will become members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, will remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereinafter will become and remain members in good standing of the Union as a condition of employment on and after the 61st day actually worked, or on and after the 61st day following the effective date of this Agreement, or the date of the execution of this Agreement, which ever is the later.

Opt Out

Under the provisions in the Michigan Conference of Teamsters Welfare Fund Plan, on a one time only, members are allowed to opt out, eligible employees who meet the eligibility requirements of the race track contracts.

Must provide proof of insurance coverage to be eligible to opt out of health and welfare coverage.

In the event of loss of this coverage, a member can enroll to Plan 1 but must make up payment if in a negative balance of credits.

To continue in the opt out provision, the eligible employee must show every enrollment period the proof of insurance required of Teamsters Welfare Fund Plan.

Pension

The employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by the collective bargaining agreement who is on the seniority list.

Effective Date

8/1/09	\$2.90/hour
8/1/10	\$3.10/hour
8/1/11	\$3.30/hour

Pension fund contributions will be made in accordance with the Primary Schedule specified by the Central States, Southeast and Southwest Areas Pension Fund, as indicated above.

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

The Pension language in this contract, and contributions, must be acceptable to the Central States, Southeast and Southwest Areas Pension Fund.

ARTICLE 29 SEPARABILITY AND SAVINGS CLAUSE

If any article or Section of this Contract or of any Riders should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this Contract and of any Rider, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party will be permitted all legal or economic recourse in support of its demands notwithstanding any provision I this contract to the contrary.

ARTICLE 30 TERMINATION OF AGREEMENT

Section 1. This Agreement will be in full force and effect from January 1, 2010 to and including December 31, 2012 .

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, except as to wages, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 2012 or of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties will be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree.

Section 3. It is understood and agreed between the parties that the provisions contained in Schedule "A" attached, may be reopened for negotiations between the parties December 31, 2012, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to December 31, 2012. If no such notice is given, the said Schedules "A" will continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedules "A", the Union will have the right to strike in support of its demands, notwithstanding any provision of this Contract to the contrary.

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

AGREEMENT

between

NORTHWESTERN FRUIT COMPANY

and

TEAMSTERS LOCAL UNION NO. 120

RECEIVED

JUL 09 2012

CONTRACT
DEPARTMENT

Effective January 1, 2012 through December 31, 2012

ARTICLES OF AGREEMENT

Northwestern Fruit Company, 616 Pine Street, St. Paul, Minnesota 55101, hereinafter referred to as the Employer, and **Teamsters Local Union No. 120**, affiliated with the International Brotherhood of Teamsters Joint Council 32, hereinafter referred to as the Union, agree to be bound by the terms and provisions covering wages and working conditions as specified in this Agreement.

ARTICLE 1 RECOGNITION

The Union shall be the sole representative of employees in those classifications covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation.

ARTICLE 2 UNION SHOP

The Employer shall have the right to choose any person as a new employee. All full time employees now within the bargaining unit who have been employed for thirty (30) calendar days or more and all other employees in the bargaining unit, after the thirtieth (30th) calendar day of employment shall become members of the Union and shall thereafter maintain membership in good standing as defined by the National Labor Relations Act as a condition of continued employment.

ARTICLE 3 CHECK OFF

Upon written authorization of an employee, the Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and/or uniform assessments of the Union and agrees to remit to said Union all such deductions.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 34 PENSION PLAN

Section 1. Effective January 1, 2012 the employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One hundred fifteen dollars and sixty cents (\$115.60) per week for each employee who has been on the payroll for thirty (30) days.

This weekly contribution shall be made throughout the term of the contract for each employee excluding seasonal, vacation, or absentee replacement help basis who have worked less than 1,000 hours.

Section 2. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

Section 5. There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Section 6. Action for delinquent contributions may be instituted by the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

Section 7. 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 Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, the Local Union or the Area Conference, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Pension Fund payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 35 FUNERAL LEAVE

Section 1. An employee shall be granted a maximum of three (3) days for the purpose of attending the funeral of said employee's mother, father, wife, brother, sister or children.

Section 2. An employee shall be granted a maximum of one (1) day for the purpose of attending the funeral of said employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandparents.

ARTICLE 36 MISCELLANEOUS

Section 1. Any reference herein to employee herein includes both sexes.

Section 2. Work rules must be agreed to between the Union and the Employer before being put into effect.

Section 3. All issues shall be retroactive to January 1, 2000.

AGREEMENT

NU WAY CONCRETE FORMS, INC.

2015 - 2018

This Agreement, made and entered into as of the 19 day of March, 2015 by and between NU WAY CONCRETE FORMS, INC. hereinafter called the "Employer", and the CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, Local Union No. 682, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union".

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative of all drivers of trucks in the Materials Division and employed at its 4190 Hoffmeister Avenue, St. Louis, Missouri, facility but excluding office, clerical and professional employees, guards and supervisors as defined by the NLRA and all other employees. It is understood that drivers may also perform warehouse work when driving duties are not available and may drive vehicles not in the Materials Division and/or may be assigned to other non-unit work; provided, however, the Company may or may not do so at its discretion (not subject to Article VIII) and further, that if the Company so assigns such work at any time, it shall not thereby become work covered by this Agreement nor come within the jurisdiction of this Agreement nor establish any precedent.

Section 2. The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

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

Section 4. This Agreement shall be binding upon the parties, their successors, administrators, executors and assigns.

ARTICLE II - REPRESENTATION

Section 1. The Union shall have one of the employees as Shop Steward. He shall not have authority to call any strike or work stoppages. The Steward shall be the first man to report to work, the last man laid-off and the first recalled, provided he has the necessary skill, ability and qualifications to perform the remaining work. The Union shall notify the Employer in writing as to who the Union Shop Steward is and the appointment is not effective until such notice is received by the Company.

effect, but all other provisions of this Agreement shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provision of this contract not contrary to law.

ARTICLE XVII - MANAGEMENT

The management of the Company's business and the direction of the working forces, including but not limited to the right to hire, suspend, discipline or discharge for proper cause, or to transfer, to promote or demote, and the right to relieve employees from duty for lack of work or for other legitimate reasons, and to assign equipment, is vested exclusively in the Company, subject to the provisions of this Agreement.

It is agreed that management maintains and retains all of its managerial rights and that they are all vested solely and exclusively in the Company unless specifically contracted away by this Agreement and further that the enumeration of management's rights shall not be deemed to exclude any other management rights. Any dispute arising under this clause shall be subject to the Grievance and Arbitration provision set forth in this contract.

ARTICLE XVIII - PENSION

Effective March 19, 2015 and for the life of this Agreement, the Employer shall contribute to the Central States Southeast and Southwest areas pension fund the sum of \$42.30 per day, or part of a day either worked or compensated, to a maximum of \$211.50 a week, for each regular employee covered by this Agreement who has completed thirty (30) regular working days of employment.

Should there be an increase of any kind or description as a result of any action by the Union, the Plan or any other legal authority which exceeds in any way the cost to the Employer as set forth herein, the same shall be deducted from the wage rate. The total cost to the Employer of the Wages, Health & Welfare and Pension set forth herein shall not be exceeded at any time for any reason or as result of any cause. See also Article V for package details.

If the Central States Pension Fund adopts an hourly contribution rate during the term of this contract, the Union has the option of changing to an hourly contribution rate or remaining with a weekly contribution rate.

This fund shall be the Central States, Southeast and Southwest areas pension fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest areas contract to which Employers who are party to this contract are also parties.

This contribution shall be made on all employees receiving any compensation for any week, except where the only compensation received by an employee is holiday pay.

If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks; provided, however, the employee has furnished a medical

certificate to be provided by the Employer, which certifies the employee is not able to perform his essential functions. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective sufficient moneys to pay the required contributions into the pension fund during the period of absence.

In the event any Employer is delinquent in payment of his contributions to the pension fund, the matter shall be referred to the Union president, or his designated representative, representing the Union, and an officer of the Company or his designated representative.

An attempt shall be made to adjust the matter within two (2) weeks after the Union representative has advised the Company representative such a delinquency exists.

In the event the two representatives cannot correct the delinquency to their mutual satisfaction within the stated two (2) week period, the Union shall be free to take such action as it deems necessary until such delinquency payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to his employees for losses resulting therefrom.

ARTICLE XIX - MOONLIGHTING

Section 1. The parties have negotiated and agreed upon the provisions of this Article in furtherance of their belief that work efficiency is impaired by employees moonlighting and that the safety of persons and property is in danger whenever persons undertake to work at more than one job on the same day or during the same week.

Section 2. It is therefore understood and agreed that no person shall be employed for the performance of work covered by this labor contract or continued in such employment if he has or acquires regular or part-time employment either with another Employer in any capacity or with this Employer in a type of work not covered by this Agreement.

Section 3. Consistent with the object and purposes expressed in Section 1 above, the parties may, by mutual Agreement evidenced by a written letter or document, make exceptions to the provisions of this Article in specific cases considered by them to merit an exception.

ARTICLE XX - JOB LABOR STANDARDS AND JOB SECURITY

Section 1. The terms and provisions of this Article have been negotiated and agreed upon by and between the parties for the purpose of providing covered employees with the maximum job security and steady employment warranted by the Employer's business, and for the additional purpose of providing against the diminution of this Union's established wage scales and working conditions which may result if persons outside of the bargaining

ARTICLE XXII - TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect for the period from March 19, 2015 through March 14, 2018. Sixty (60) days written notice prior to said expiration date shall be given by either party to the other of any desire to cancel or amend this Agreement. In the absence of such notice, this Agreement shall be automatically renewed for the period of an additional year.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial - and - economic relationships between the Employer and the Union representing the employees.

ARTICLE I
CONDITIONS OF EMPLOYMENT

1. RECOGNITION - The Employer recognizes the Union as the sole bargaining agent for the employees under its jurisdiction. It is further agreed that no other Labor Organization or group of employees shall be recognized in any form for any purpose respecting collective bargaining. The Employer agrees that all duties coming under the jurisdiction of or specified in this contract shall be performed only by members of the bargaining unit herein described.

2. UNION SECURITY - It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

3. NEW EMPLOYEES

(a) In case of a job opening to be filled from outside the unit, the Union may have the right and privilege to refer to the Company its members and the Employer shall have the right of selection or rejection of such members: based on the same selection or rejection principle in effect for applicants for employment not members of the Union.

(b) All new employees in this bargaining unit shall, at the time of their employment be advised of the Union shop provision of this contract.

(c) Employer agrees to notify the Union when additional replacement or temporary Employees are used.

(d) The employee, lowest on the seniority list hired after October 1, 2001 is not subject to the forty (40) hour guarantee set forth in Article III section (c). However, the employees shall receive

Employees on Layoff - - During any temporary layoff for the Employer's convenience, Employer shall continue to pay not more than two (2) premiums after the date of such action.

New Employee - Claim Payment Coverage - A new employee shall be eligible for payment of claims originating on or after the 1st day of the third month of contribution payment. EXCEPTION - A new employee who has been covered by the Union's Health and Welfare Fund within the preceding twelve months of their date of hire, and not in continuous coverage prior to new hire, would be eligible for claim payment on claims originating on or after the 1st day of the first month following their date of hire. (If hired on the 1st day of the month, this would be considered the first month.)

7. PENSION - The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund, which is administered jointly by the parties, and shall continue payment into the Pension Fund at the following rate for each regular employee covered by this Agreement:

Current Rate = \$166.00 Increase by seven percent (7%) each year of contract.

<u>10-1-11</u>	<u>10-1-12</u>	<u>10-1-13</u>	<u>10-1-14</u>	<u>10-1-15</u>
\$246.70	\$259.00	\$269.40	\$280.20	\$291.40

Employer contribution requirements shall be as follows:

- (a) On each regular employee who has been on the payroll thirty (30) days or more.
- (b) On each regular employee who has worked in any week or portion thereof.
- (c) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.
- (d) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months.
- (e) If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

8. DELINQUENCY HEALTH AND WELFARE OR PENSION FUNDS - Notwithstanding anything herein contained it is agreed that in the event any employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund or Pension Fund or funds created under this contract, in accordance with the rules and regulations of the Trustees of such funds, the employees or their representatives, after the proper official of the Local Union shall have given a 72 - hour and Pension payments., shall have the right to take 'stick 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.

18. SUCCESSOR - This Agreement shall be binding upon the successors and assignees of the parties hereto. Should any differences arise with respect to continuity of seniority, or to earned vacations or to any other rights of either party established hereunder, by reason of any change of legal status, ownership or management of Employer, the parties agree that they will make every reasonable effort to effect a settlement thereof, and during such period this contract, all terms and provisions thereof shall remain in force, and there will be no lockout by Employer and no strike or work stoppage by the Union. In the event dispute extends thirty (30) days past the effective date to of such change of legal status, ownership or management, either party may serve notice upon the other for immediate termination of the Agreement.

19. DURATION - The terms and conditions of this Agreement between the parties shall become effective October 1, 2011 and shall continue through September 30, 2016, but shall automatically renew itself from year to year thereafter unless either party hereto shall give notice to the other party of a desire to revise or amend the Agreement sixty (60) days before the expiration date herein provided.

This Agreement entered into by and between NU-WAY SERVICE, INC.: (hereinafter called the "Employer"), party of the first part, and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL 618, (hereinafter called the "Union"), party of the second part, for the period from October 1, 2011 through September 30, 2016.

NU-WAY SERVICE, INC.

AUTOMOTIVE, PETROLEUM AND
ALLIED INDUSTRIES EMPLOYEES
UNION, LOCAL NO. 618

BY: Man Castillo

BY: Gerald Kappart

DATE: 10/14/11

DATE: 10/14/2011

RECEIVED

NOV 11 2011

CONTRACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS LOCAL #347

IN JOINT AGREEMENT WITH

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,

SOUTHERN ILLINOIS LABORERS' DISTRICT COUNCIL,

LABORERS' LOCAL 773



AND

ODUM CONCRETE PRODUCTS INC.

**TERMS OF AGREEMENT
MAY 1ST, 2012 THROUGH APRIL 30TH, 2015**

RECEIVED

FEB 05 2013

**CONTRACT
DEPARTMENT**

ARTICLE 1
PARTIES TO AGREEMENT

This Agreement dated the _____, by and between **ODUM CONCRETE PRODUCTS INC.** or its successors, hereinafter called the "Company", party of the First Part, and **TEAMSTERS LOCAL UNION NO. 347**, affiliated with the International Brotherhood of Teamsters, and **THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL AND LABORERS' INTERNATIONAL UNION LOCAL NO. 773**, or its successors, party of the second part, hereinafter called the "Unions", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be served between the parties hereto.

ARTICLE 2
RECOGNITION

SECTION 1. The company agrees to recognize, and does hereby recognize the Unions, their agents, representatives, or successors, as the exclusive bargaining agents for all of the employees of the Company as herein defined.

SECTION 2. The term "employee" as used in this Agreement shall include, but not be limited to: All employees with the exception of Clerical and Supervisory as defined by the L.M.R.A.

SECTION 3. The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its employees in the bargaining units covered hereby unless it is through duly authorized business representatives of each Union.

SECTION 4. The Company agrees that it will not sponsor or promote financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Unions.

SECTION 5. As vacancies permit, the Company shall hire a minimum of one (1) Laborer in each separately dispatched yard. The Company shall suffer no jurisdictional constraints or variances regarding work assignments for respective Teamster and Laborer bargaining unit employees. Seniority provisions for layoff and recall shall be administered in terms of strict bargaining unit seniority without consideration of union affiliation.

ARTICLE 3
REPRESENTATION

The Unions shall be represented by a Shop Steward to be selected in any manner determined by the Union. The name of the Shop Steward shall be certified in writing by the Union to the Company within ten (10) days after this agreement is signed.

ARTICLE 15
WORK ASSIGNMENT

The employer agrees to respect the jurisdictional rules of the Unions and shall not direct or require their employees or other persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

ARTICLE 16
WAGES

Nothing herein shall prevent the Company from paying a higher wage to any employee nor shall any employee have his rate reduced because of the signing of this contract.

The following rates of pay shall be the minimum paid during the life of this Agreement:

	<u>05/01/2012</u>	<u>05/01/2013</u>	<u>05/01/2014</u>
		Reopener	Reopener
Mixer Drivers hired prior to 6/11/08	\$19.90		
Mixer Drivers hired after 6/11/08	\$16.40		
After one year of service	\$16.90		
After two years of service	\$17.90		
After three years of service	\$18.90		
After four years of service	\$19.90		

Any employees not having at least five hundred (500) hours for the employer will make one (\$1.00) dollar less per hour than the above mentioned rate.

ARTICLE 17
PENSION CLAUSE

Effective March 1, 2012, the Employer shall contribute to THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of One Hundred Twenty Four and Ninety cents (\$124.90) per week, for each Teamster employee covered by this Agreement who has been on the Employers payroll for thirty (30) calendar days regardless of probationary or seniority status.

Effective March 1, 2012, the Employer shall contribute to the SOUTHERN ILLINOIS LABORERS' AND EMPLOYER ANNUITY FUND the sum of One Hundred Twenty Four Dollars and Ninety cents (\$124.90) each week for each Laborer employee covered by this Agreement who has been on the Employers payroll for thirty (30) calendar days regardless of probationary or seniority status.

Effective March 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of One Hundred Thirty-Two Dollars and Forty cents (\$132.40) each week for each Teamster employee covered by this Agreement who has been on the Employer's payroll for thirty (30) calendar days regardless of probationary or seniority status.

Effective March 1, 2013 the Employer shall contribute to the Southern Illinois Laborers' and Employer Annuity Fund the sum of One Hundred Thirty Two Dollars and Forty cents (\$132.40) each week for each Laborer employee covered by this Agreement who has been on the Employer's Payroll for thirty (30) calendar days regardless of probationary or seniority status.

Effective March 1, 2014 the Employer shall contribute to The Central States, Southeast and southwest Areas Pension fund, the sum of One Hundred Forty Dollars and Thirty cents (\$140.30) per week, for each Teamster employee covered by this Agreement who has been on the Employer's Payroll for thirty (30) calendar days regardless of probationary or seniority status.

Effective March 1, 2014 the Employer shall contribute to the Southern Illinois Laborers and Employer Annuity Fund, the sum of One Hundred Forty Dollars and Thirty cents (\$140.30) each week for each Laborer employee covered by this Agreement who has been on the Employer's payroll for thirty (30) calendar days regardless of probationary or seniority status.

By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of a period of four (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

There shall be no deduction from equipment rental of owner operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Contract, including weeks where work is performed for the employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees, who work either temporarily, or in cases of emergency under the terms of this contract, shall not be covered by the provisions of this paragraph.

**OHIO TEAMSTERS CREDIT UNION, INC.
AND
TEAMSTERS LOCAL UNION NO. 52
AGREEMENT
2015 – 2016**

MEMORANDUM OF AGREEMENT made and executed this 1st day of **January, 2015** by and between the Ohio Teamsters Credit Union, Inc., hereinafter referred to as the "Employer" and Teamsters Local Union No. 52, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WITNESSETH: It is mutually understood and agreed by and between the parties hereto, that, except as otherwise provided herein, the hours, wages and working conditions hereafter set forth shall be binding upon the parties hereto from the first day of **January, 2015** until terminated as hereinafter provided.

ARTICLE I EMPLOYMENT AND UNION MEMBERSHIP

A. The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees working in the classifications set forth in this Agreement and Addenda thereto.

All work presently being performed under and by virtue of the job classifications herein, shall continue to be performed by the employees in the bargaining unit herein.

B. It shall be a condition of employment that all such employees who are members of the Union on the effective date of this Agreement shall remain members in good standing and those who are not members shall become and remain members on the thirty-first (31st) day following the effective date of this Agreement.

All such employees hired on or after its effective date shall become and remain members on the thirty-first (31st) day following the beginning of their employment.

C. The Management agrees to give equal consideration to Union members when hiring new employees. There shall be no discrimination among employees present or future because of race, creed, color, sex, age, national origin or disability. Determinations made to comply with the Americans with Disabilities Act of 1992 (ADA) will be handled on an individual, case-by-case basis and will be non-precedent setting.

D. New employees shall be considered as probationary employees for a period of ninety (90) calendar days and during this period the Employer may transfer, layoff or discharge said employees without notice, or recourse to the Union, or termination pay.

At the completion of the probation period, employees shall be placed on the regular seniority roster and seniority shall date from the first (1st) day of hire. The Employer agrees to provide the Union with the name and hiring date of all new employees not later than thirty (30) days after the date of hire.

E. Upon the receipt of a duly executed authorization assignment, the employer agrees to deduct from the pay of all employees the established monthly dues, initiation fees and uniformly levied legal assessments of the Union prior to the end of the month for which such deduction is made.

F. The foregoing provisions of this Article shall be subject to the provisions of the Labor Management Relations Act of 1947, and the rules and regulations issued there under.

G. If an employee wants a savings deduction made each week, then in accordance with the individual authorizations the Employer shall deduct from the employee's earnings such amounts as the employee shall designate each week and remit the amount so deducted to the Ohio Teamsters Credit Union as directed.

Funds pursuant to the said Agreements and Declaration of Trust. All provisions pertaining to the Health and Welfare plan are subject in all respects to the provisions of the Labor Management Relations Act of 1947 and any other applicable laws or regulations including insurance laws of the State of Ohio. The Pension Fund so established must continually qualify under any appropriate sections of the Internal Revenue Code to insure that the Employer's contributions will be deductible as ordinary business expenses. All documents incident thereto must be drawn to conform with federal and state laws.

E. Notwithstanding Article 11, Section 2 of this Agreement, it is agreed that if the Employer fails to make contributions as specified within thirty (30) days after the date required by the Trustees, the Union, in addition to any rights the Trustees may have, shall have the right to take whatever steps are necessary to secure compliance with this Agreement. It is expressly understood that the Employer's liability for payments shall not be subject to the Arbitration and Grievance procedure of this Agreement and nothing in this Agreement shall prohibit any actions the Union chooses to take, including a stoppage of work, to compel payment of contributions.

3. CENTRAL STATES PENSION

The Employer agrees to contribute per week, for each Full-time employee in the bargaining unit who has been on the payroll thirty (30) days or more, to the Central States Southeast and Southwest Areas Pension Fund the sums as follows:

Effective January 1, 2011\$274.00
Effective January 1, 2012\$290.40
Effective January 1, 2013\$302.00

In the event the Central States Pension Plan Benefits are increased because of another contributing employers negotiations, the Management agrees to participate in the new benefit, if higher.

If an employee is absent because of illness or off-the-job injury and notifies the Management of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, such moneys to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE 12 WAGES

- A. All employees will be considered a Member Service Representative.**
- B. All duties will be assigned by Management.**

Current employees making less than \$14.35 will be increased to \$14.35 on January 1, 2015.
Current employees beyond \$14.35 will continue to be paid their current hourly wage throughout the contract.
Currently working employees will receive a \$500.00 signing bonus, employees not receiving a wage increase on January 1, 2015 will receive an additional \$500.00 bonus.
On January 1, 2016 any employee not receiving an hourly increase will receive a \$500.00 bonus

New Full-time employees shall be paid at a rate of ten dollars (\$10.00) per hour throughout the probationary period, upon completion or their probationary period their wage will be increased to \$11.00 per hour with a twenty-five cent (\$.25) increase on January 1, 2016

ARTICLE 13 SEVERANCE

In the event the Ohio Teamsters Credit Union, Inc. closes for any reason, it is agreed that the current full-time employees covered by this collective bargaining agreement, shall be compensated under the following provisions:

1. Compensation shall commence under the following parameters:

A. All full-time employees hired shall accrue severance benefits after the third (3rd) complete year with no retroactivity. Employee(s) will be paid Severance pay starting with their fourth (4th) year of employment, one (1) weeks weekly wage for each year of service at their weekly wage at the time of separation, up to a maximum of Twelve (12) week's severance pay.

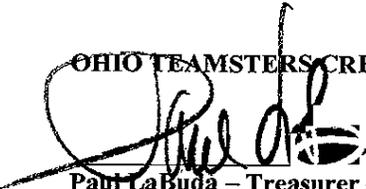
ARTICLE 14 PAST PRACTICES AND SIDE AGREEMENTS

All existing past practices, customs, usage, and understandings whatsoever, relating to any previous agreements between the two (2) parties to this Agreement prior to December 31, 2014

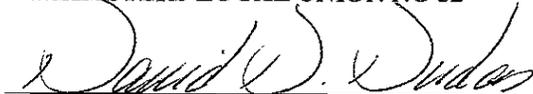
ARTICLE 15 DURATION

This Agreement shall become effective on January 1, 2015 and shall be and continue in full force and effect from the aforementioned date to and including December 31, 2016 and this Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date for any subsequent year thereafter.

OHIO TEAMSTERS CREDIT UNION, INC


Paul LaBuda - Treasurer - OTCU

TEAMSTERS LOCAL UNION NO 52


David D. Dudas - Secretary Treasurer/
Principal Officer

Max Zemla - OTCU - Board of Director



DATED: 1/5/2015

DATED: 1/5/2015

BE SURE TO OBTAIN A WITHDRAWAL CARD UPON LEAVING THE INDUSTRY

RECEIVED

FEB 03 2015

CONTRACT
DEPARTMENT

AGREEMENT

BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200



RECEIVED

SEP 22 2014

**CONTRACT
DEPARTMENT**

AND

OKAUCHEE REDI-MIX, INC.

June 1, 2014 to May 31, 2017

Agreement

This Agreement is entered into between Okauchee Redi-Mix, Inc., herein after referred to as the "Company" and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union." When a signatory Company herein is referenced individually, it shall be hereinafter referred to as the "Company."

WITNESSETH: That the parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed and mutual benefits derived, agree to and with each other as follows:

ARTICLE 1 INTENT AND PURPOSE

1.1 In order to prevent strikes and lockouts and to insure a peaceful adjustment and settlement of any and all grievances, disputes and differences which may arise between any of the parties to this Agreement without stoppage of work, and to bring about, as near as is possible, uniform conditions that will tend to stabilize and encourage the trucking industry, both parties have entered into the Agreement.

ARTICLE 2 SCOPE OF OPERATIONS COVERED

2.1 This Agreement shall cover all work performed by employees of the Company employed in the classifications of work covered by this Agreement. This shall not be construed to negate or invalidate any collective bargaining between the Company and a bona fide union covering work outside the geographical jurisdiction of the Union, on the effective date of such agreement. The jurisdiction of the Union is Milwaukee, Ozaukee, Washington and Waukesha Counties.

ARTICLE 3 RECOGNITION AND UNION SECURITY

3.1 a. The Company recognizes and acknowledges that the Union is the exclusive representative of all truck drivers, warehousemen, helpers, mechanics, mobile maintenance mechanics, yard equipment operators, and building material drivers employed in the classifications of work covered by this Agreement for the purpose of collective bargaining.

b. All present employees who are members of the Union on the effective date of this subsection, or on the date of execution of this Agreement, whichever is the later, shall remain members in good standing, as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing, as a condition of employment, or on and after the 31st day following the effective date of this subsection, whichever is the later.

c. The provisions of this Article shall be administered to conform with applicable state and federal law.

contract year in the plan year subject to the same terms and conditions. Employees who are hired on or after June 1, 2011 shall not be eligible for this benefit, but shall be governed by a separate progression to three (3) weeks of weekly contributions.

The weekly contribution for new hires, employees hired after June 1, 2011, is as follows:

0-3 years of employment	0 weeks
4th year of employment	1 week
5th year of employment	2 weeks
6th year of employment	3 weeks

21.6 The Company will establish a § 125 Plan so that an employee's weekly contribution share can be made on a pre-tax basis.

ARTICLE 22 PENSION

Effective June 1, 2014, and for the duration of the Agreement, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$43.40 per day, to a maximum of \$217.00 per week, for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

Effective May 31, 2015, and for the duration of the Agreement, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$45.10 per day, to a maximum of \$225.50 per week, for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

Effective May 29, 2016, and for the duration of the Agreement, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$46.90 per day, to a maximum of \$234.50 per week, for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

22.1. b. The Company will make the Teamsters National 401(k) available to all employees working under this Agreement on a voluntary basis.

22.2 This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement, or for operations under the Southeast and Southwest Areas contracts to which companies who are party to this Agreement are also parties.

22.3 By the execution of this Agreement, the Company authorizes the Company's Associations who are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Company Trustees under such agreement, hereby waiving all notice thereof and ratifying all lawful actions already taken, or to be taken by such Trustees, within the scope of their lawful authority.

22.4 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of twenty (20) days. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

22.5 Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement, including weeks where work is performed for the Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund or health and welfare fund. Employees who work either temporarily, or in cases of emergency under the terms of this Agreement, shall not be covered by the provisions of this Section.

22.6 Employees who are eligible to retire under the Fund must notify the Company, in writing, as to his anticipated date of retirement sufficiently in advance, so as to enable the Company to make all the necessary payments and entries prior to the retirement date chosen.

ARTICLE 23 SPLIT SHIFTS

23.1 Split shift work shall be first offered by Company-wide seniority and, if the Company does not obtain enough volunteers needed to work the split shift, the Company may enforce reverse Company-wide seniority, in order to obtain enough workers needed to work the split shift. Split shifts will be used for night work only; no split shifts during the normal working day.

ARTICLE 24 POSTING OF NOTICE

24.1 The Company agrees to the posting within the business premises of notices of Union meetings, etc., by an elected or appointed official of the Union. A copy of this Agreement shall be posted at each place of business.

AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD

OF

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,

LOCAL UNION No. 20

AND

SAM OKUN PRODUCE COMPANY

Effective Date:

October 26, 2011 through October 25, 2016

RECEIVED

JUN 11 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into as of the 22nd day of November 2011, in the City of Toledo, County of Lucas, State of Ohio, by and between the Sam Okun Produce Company, party of the first part, hereinafter called the "Employer" and the Teamsters, Chauffeurs, Warehousemen and Helpers Union Local No. 20, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Toledo, Ohio, party of the second part, hereinafter called the "Union".

WITNESSETH

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of accruing closer cooperation among and between the Employer and the Employees and in consideration of the promises, obligations and undertakings of each party, as herein contained, agree as follows:

ARTICLE I — RECOGNITION

Section 1. The Company agrees to recognize, and does hereby recognize the Union, its agents, representatives, or successors as the exclusive bargaining agency for all of the Employees of the Company as herein defined.

Section 2. The term "Employee" as used in this Agreement shall include all truck drivers, all warehousemen and working supervisors.

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its Employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 4. The Company agrees that it will not sponsor or promote, financially or otherwise, any group or organization for the purpose of undermining the Union; nor will it interfere with, coerce, or discriminate against any of its Employees in connection with their membership in the Union.

ARTICLE II — UNION SHOP

Section 1. Union Shop

(a) The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

(b) All present Employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union in good standing as a condition of employment. All present Employees who are not members of the Local Union and

Section 1. No member of the Union shall be discharged, suspended or taken out of service by his Employer except for dishonesty, drunkenness, carrying unauthorized passengers or the unauthorized use of the Employer's property or equipment for personal use without first having written permission, otherwise they must be given a hearing by the Employer with at least one Union officer present.

Section 2. If an Employee is discharged for any cause whatsoever and if after prompt investigation by the Union and the Employer it is found that said Employee was wrongfully discharged, said Employee shall be immediately reinstated to his or her regular employment without loss of seniority rights and shall be compensated for all time lost at the established rate of pay as provide by the Grievance Procedure.

ARTICLE VXII — PENSION PLAN

Section 1. The Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for each Employee covered by this Agreement who has been on the payroll thirty (30) days or more in accordance with the following:

<u>Effective</u>	<u>Amount</u>
4/27/2012	\$75.00
4/27/2013	\$79.50
4/27/2014	\$84.30
4/27/2015	\$89.40
4/27/2016	\$93.00

Contributions will be remitted to the Central States Pension Fund on behalf of all full-time and other regular employees (those who work more than 32 hours per week, excluding seasonal) performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for 30 calendar days.

The parties agree that in the event that an individual employed on a part-time or seasonal basis works 1,000 hours or more in a 12-month period, he will be considered a regular employee for purpose of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract.

Should any change in the Central States Pension Fund be mandated to the employer, by law or otherwise, which changes increase the contribution amounts in Section 1, the parties agree that OKUN may reopen negotiations with regard to this ARTICLE by providing written notice to the Union. If the parties thereafter bargain to impasse and OKUN implements its last offer with regard to revisions of ARTICLE VXII, the Union may take economic action.

Section 2. By the execution of this Agreement, the Employer authorizes the Employer's Associations who are parties hereto, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an Employee is absent because of illness or off-the-job injury and notifies the Employer of such absence in writing with documentation from doctor within three (3) days if possible, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than two (2) months. If an Employee is granted a leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contributions to the Central States, Southeast, Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in pension payments, the Union shall have the right to take such action as they may deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the Employees for all losses resulting therefrom.

Employers who are delinquent also must pay all attorney fees and costs of collection.

ARTICLE XVIII – SAFETY AND HEALTH

Section 1. The Company shall continue to make reasonable provisions for the safety and health of its Employees at the plant during the hours of employment. Protective devices on equipment necessary to properly protect Employees from injury shall be provided by the Company.

Section 2. It is understood between the parties to this Agreement that no driver shall be required by his Employer to drive a vehicle not equipped with comfortable heating and satisfactory defrosting equipment. The refusal of an Employee to operate a vehicle not so equipped shall not be considered a violation of this Contract; not a cause for a disciplinary action and it is further agreed that no Employee shall be compelled to take out on the streets or highways any equipment that is not mechanically sound and properly equipped to conform with applicable City State or Federal regulations.

Section 3. When an occasion arises where a driver reports defective equipment to the Employers and receives no consideration he shall take the matter up with the officers of the Union who shall take the matter up with the Employer.

ARTICLE XIX – BEREAVEMENT

In case of death or mother, mother-in-law, father, father-in-law, brother, sister, husband, wife or child the Company will grant a leave of absence with pay from the day of death until and including day of funeral, not to exceed three (3) working days, but said Employee must attend the funeral and in cases of out-of-town burials, the Employer and Employee shall mutually agree on the amount of days off needed to attend said funeral with pay.

A G R E E M E N T

BY AND BETWEEN

OLD DUTCH FOODS, INC.

and

**GENERAL DRIVERS, WAREHOUSEMEN, HELPERS & INSIDE
EMPLOYEES LOCAL UNION NO. 346**

Duluth, Minnesota

June 4, 2012
Through
June 3, 2017

RECEIVED

AUG 21 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

Between

OLD DUTCH FOODS, INC.

and

GENERAL DRIVERS, DAIRY EMPLOYEES, WAREHOUSEMEN, HELPERS &
OUTSIDE EMPLOYEES

LOCAL UNION #346

Effective June 4, 2012 through June 3, 2017

THIS AGREEMENT, made and entered into by and between OLD DUTCH FOODS, Inc. of Duluth, Minnesota, party of the first part and the GENERAL DRIVERS, DAIRY EMPLOYEES, WAREHOUSEMEN, HELPERS AND INSIDE EMPLOYEES LOCAL UNION #346 of Duluth, Minnesota, party of the second part, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA.

The Employer recognizes Local #346 as the sole collective bargaining agent for its employees employed in Duluth, Minnesota.

ARTICLE 1 - UNION SECURITY

All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter, shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this Agreement, whichever is the later.

CHECKOFF - The Employer agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Checkoff procedures and timing shall be worked out locally. If there is no agreement, the matter shall be referred to the grievance procedure.

Short-term disability will be 60% of your average weekly pay up to a maximum of \$450 per week. Twenty Thousand Dollars (\$20,000) life insurance is also included with this medical plan. The Employer will also provide preventive dental coverage. The Employer further agrees to maintain the general level of benefits now in effect for the duration of this Agreement, including the current Dental plan. Effective July 2, 2012 Employee Contributions will be Twenty Dollars (\$20) per week. These Employee Contributions will increase per the following schedule: Twenty-Two Dollars (\$22) per week effective June 3, 2013; Twenty-Five Dollars (\$25) per week effective June 2, 2014; Twenty Six Dollars (\$26) per week effective June 1, 2015; and Twenty Eight (\$28) per week effective May 30, 2016. All Employee Contributions will be made on a pre-tax basis.

ARTICLE 13 – PENSIONS

The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund. By the Employer's and the Union's signatures to the participation agreement of the Central States, Southeast and Southwest Areas Pension Fund, the Employer agrees to contribute as follows:

Effective Date	Weekly Contribution per Employee
June 1, 2012	\$132.30
June 1, 2013	\$137.60
June 1, 2014	\$143.10
June 1, 2015	\$148.80
June 1, 2016	\$154.80

Central States, Southeast and Southwest Areas Pension Fund has communicated to the Employer and the Union that the following rates will be the contribution rates for the period of June 1, 2012 through May 31, 2016. The Employer's participation in the Central States, Southeast and Southwest Areas Pension Fund is dependent upon ongoing obligations under a collective bargaining agreement to make contributions to the Fund on behalf of bargaining unit members in the amounts set forth above.

The Employer shall contribute to the Pension Fund for each employee covered by the Agreement who has been on the Payroll for Sixty (60) days or more.

ARTICLE 14 - TWO WHEELERS

Section 1. The Company will provide two wheel hand trucks at no cost to the Salesman or repair existing hand trucks, to replace or repair is the Company's option.

ARTICLE 15 - 401 (K)

Old Dutch will provide a 401(k) plan for regular members of the bargaining group, in addition to the current pension. Old Dutch will contribute a thirty-five percent (35%) matching contribution for contributions by the employee of up to eight percent (8%) of the employee's annual wages. The Employer contribution will be made in the first quarter of each year.

**AGREEMENT
between
OLD DUTCH FOODS, INC.
and
MILK DRIVERS & DAIRY EMPLOYEES
UNION, LOCAL NO. 471**

**Effective
April 1, 2012, through March 31, 2017**

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OCT 05 2012

**CONTRACT
DEPARTMENT**

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AGREEMENT
between
OLD DUTCH FOODS, INC.
and
MILK DRIVERS & DAIRY EMPLOYEES
UNION, LOCAL NO. 471

THIS AGREEMENT, made and entered into by and between the undersigned members of Old Dutch Foods of Roseville, Minnesota, party of the first part, and the Milk Drivers and Dairy Employees Union, Local No. 471 of Minneapolis, Minnesota, party of the second part, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

The Employer recognizes Local 471 and its successors as the sole collective bargaining agent for the classifications covered by this Agreement within the territory now serviced by the employees of the Employer who are now within the bargaining unit as defined by letter of January 14, 1969 to the Union over the signature of E. C. Aanenson, Vice President of the Employer.

The territory covered by this Agreement will include the cities of Buffalo, Glencoe, Princeton, Rush City and St. Cloud, Minnesota as part of the bargaining unit.

Upon receipt of a written check-off authorization from an employee, the Employer shall deduct from his salary initiation fees, monthly dues and assessments payable by him to the Union. The Employer shall make deductions monthly and transmit the aggregate sum collected to the office designated by the Union. Such check-off authorizations shall remain in effect until revoked by the employee and shall be irrevocable for a period of one (1) year after the date of signing the authorization or until the termination of the collective bargaining agreement between the Employer and the Union, whichever occurs sooner. If no notice of revocation is given prior to the expiration of the collective bargaining agreement or prior to the end of one (1) year, whichever is sooner, the check-off authorization shall renew itself for successive periods with the same privileges of revocation as set forth above.

In addition, the Employer will deduct from wages upon written assignment from the individual employee to either a credit union to be designated by the union or to the current savings plan. The determination as to whether deduction will be to the credit union or to the savings plan will be determined by a majority vote of the employees within the bargaining unit, it being understood that the Employer will not be obligated to deduct for both programs.

termination of employment. "Entitled to have arising out of the participant's spouse's termination of employment" for purposes of this subparagraph means that the participant was entitled to have COBRA coverage, regardless of whether the participant actually elected and received COBRA coverage. A participant who is entitled to have COBRA coverage but chose not to elect COBRA coverage, will not be entitled to resume coverage under this Fund until the date such COBRA coverage would no longer be available to the participant.

- (C) In the event of voluntary termination, no contributions will be required to the trust by or on behalf of the employee unless the employee is reinstated under the terms and conditions established by the trustees for reinstatement of coverage after the employee elects voluntary termination.

ARTICLE 12 - PENSION

Section 1. The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund. By the Employer's and the Union's signatures to the participation agreement of the Central States, Southeast and Southwest Areas Pension Fund, the Employer agrees to contribute as follows:

Effective Date	Weekly Contribution per Employee
April 1, 2012	\$132.30
April 1, 2013	\$137.60
April 1, 2014	\$143.10
April 1, 2015	\$148.80
April 1, 2016	\$154.80

Section 2. The Union has assured the Employer that the foregoing rates will be the contribution rates for the period from April 1, 2012 through March 31, 2017. The Employer's participation in the Central States, Southeast and Southwest Areas Pension Fund is dependent upon ongoing obligations under a collective bargaining agreement to make contributions to the Fund on behalf of bargaining unit members in the amounts set forth above.

Section 3. The Employer shall contribute to the Pension Fund for each employee covered by the Agreement who has been on the payroll for sixty (60) days or more.

ARTICLE 13 - 401(k) SAVINGS PLAN

Section 1. The Employer will establish a 401(k) savings plan for bargaining unit employees effective January 1, 2000 on the following terms:

AGREEMENT
BETWEEN
OLD FORT BUILDING SUPPLY COMPANY, INC.
of
South Bend, Indiana

and

TEAMSTERS LOCAL UNION NO. 364
of
South Bend, Indiana



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MAY 27 2015

**CONTRACT
DEPARTMENT**

Covering the period from 05-15-2015 through 05-14-2018

**ARTICLES OF AGREEMENT
OLD FORT BUILDING SUPPLY COMPANY, INC.
05-15-2015 through 05-14-2018**

OLD FORT BUILDING SUPPLY COMPANY, INC., hereinafter referred to as the Employer, and LOCAL UNION NO. 364, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions.

**ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF**

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement.

Section 2. The Employer agrees not to direct or require their employees, or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, unless the employees in the bargaining unit refuse or decline to perform such work.

Section 3. The Employer agrees that as a condition of continued employment all present and future employees covered by this Agreement shall become and remain members in good standing in Teamsters Local Union No. 364, affiliated with the International Brotherhood of Teamsters, no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this clause, whichever is the later.

Section 4. The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made; provided, however, that the Union shall first furnish to the Employer written instructions signed by each employee authorizing such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Section 5. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to, except DRIVE deductions which shall be made annually. No such authorization shall be recognized if in violation of state or federal law.

Section 6. It is understood that the above language of Article 1, Section 3, is only effective to the extent it is permitted by State and Federal law.

Employees will share in the cost of the health and welfare through payroll deduction of the following weekly amounts:

<u>05-15-2015</u>	<u>05-15-2016</u>	<u>05-15-2017</u>
\$20.00	\$25.00 *	\$30.00 *

* In the event the not-to-exceed cost 05-15-2016 and/or 05-14-2017 is less than the projected amounts, the savings will be split 50/50 between the Employer and the employee, and the employee's portion will be applied to reduce the employee co-pay for health and welfare.

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

ARTICLE 22 **PENSION**

Section 1. Effective May 15, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Twenty-One Dollars and Ten Cents (\$121.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 15, 2016, the Employer shall contribute to the Fund the sum of One Hundred Twenty-Five Dollars and Ninety Cents (\$125.90) per week for each employee. Effective May 15, 2017, the Employer shall contribute to the Fund the sum of One Hundred Thirty Dollars and Ninety Cents (\$130.90) per week for each employee.

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

ARTICLE 23 **GRIEVANCE PROCEDURE**

Section 1. In this Agreement the term "grievance" means a dispute between the Employer and the Union or between the Employer and an employee concerning the effect, meaning, application, intent and breach or violation of this Agreement.

Section 2. Any grievance not originated and handled strictly in the manner provided in this Article shall be considered to be waived and thereafter that grievance may not be presented for further consideration.

Section 3. STEP 1: Disputes will first be taken up between the employee and the Employer or his authorized representative. The Union Steward may or may not be present by preference of the grievant.

COLLECTIVE BARGAINING AGREEMENT

RECEIVED

between

JUN 29 2015

OLSEN FISH COMPANY

**CONTRACT
DEPARTMENT**

and

**MISCELLANEOUS DRIVERS, HELPERS & WAREHOUSEMEN'S UNION
LOCAL NO. 638, I.B.T.**

June 1, 2015 - May 31, 2018

-o0o-

Olsen Fish Company, hereinafter referred to as the Employer and Miscellaneous Drivers, Helpers and Warehousemen's Union, Local No. 638, I.B.T., hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions.

REPRESENTATION

1. The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation. All employees covered by this Agreement shall become members in good standing in the Union on the thirty-first (31st) calendar day after commencement of employment and maintain membership in good standing as a condition of employment.

For the purpose of this Agreement, "membership in good standing" shall mean either: (a) full voting membership, or (b) the obligation to pay initiation fees and periodic dues generally required for full voting membership, or (c) the obligation to pay that portion of initiation fees and periodic dues generally required of employees to the extent attributable to collective bargaining and other duties involving labor management issues. Janitors will not be part of this Agreement and they shall be permitted to do janitor work only.

JOB STEWARD

2. (a) The Employer recognizes the right of the Union to designate a Job Steward or Job Committee to handle such Union business as may from time to time be delegated to the Job Steward or Job Committee by the Union Executive Board.

(b) The Employer agrees to grant the necessary time off without discrimination to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business, without pay.

INDIVIDUAL AGREEMENT

3. The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

(b) In the event that a contract for hauling is transferred from one hauling contractor to another, the men employed at the company which is losing the contract may apply in accordance with their seniority rights at the company and transfer to the company receiving the contract, and they shall be placed at the bottom of the seniority list and shall have no preference in hauling other than that provided by their seniority standing at the company to which they transfer.

(c) If the minimum wages, hours and working conditions in the company absorbed differ from those minimums set forth in this Agreement, the higher of the two shall remain in effect.

MILITARY SERVICE

18. If any employee covered by this Agreement shall enlist, be drafted or in any way conscripted into the service of the Government, such employee shall be reinstated in his job within sixty (60) days after his release from such service, it being understood however, that such returning employee shall not be physically or mentally disabled. Reinstatement shall be made according to seniority at the then prevailing rate.

PENSION

19. The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund as follows:

June 1, 2015 - Ninety-Six Dollars and Fifty Cents (\$96.50) per week

June 1, 2016 - One Hundred Dollars and Forty Cents (\$100.40) per week

June 1, 2017 - One Hundred Four Dollars and Forty Cents (\$104.40) per week

in accordance with the "1982 Schedule" for each regular full-time payroll employee on the approved seniority list of the Employer according to the following conditions:

(a) If an employee is absent because of illness or off-the-job injury and notified the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

(b) Contributions to the Pension Fund must be made for each week on each regular full-time payroll employee, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer, but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund.

(c) Contributions will be remitted to the Central States Pension Fund on behalf of all employees performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for sixty (60) working days.

(d) The parties agree that in the event that an individual employed on a seasonal or non-full-time basis works 1,000 hours or more in any twelve (12) month period, they will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

DUES CHECKOFF

20. Upon written authorization from the employees, the Employer agrees to deduct from the pay of all employees covered by this contract, dues, initiation fees and/or uniform assessments of the Union and agrees to remit all such deductions to the Union.

TERM OF AGREEMENT

21. This Agreement shall be in full force and effect from June 1, 2015, to and including May 31, 2018, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to change or modify this Agreement is served by either party upon the other sixty (60) days prior to the annual date of expiration.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed this 22nd day of JUNE, 2015.

OLSEN FISH COMPANY

BY

President

BY _____

MISCELLANEOUS DRIVERS, HELPERS &
WAREHOUSEMEN'S UNION, LOCAL NO. 638

BY

Vice President, BTA

BY _____

cs/opeiu #12
5/29/15

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JUN 29 2015

**CONTRACT
DEPARTMENT**

July 15, 2013 TO July 15, 2016

OLSON TRAILER AND BODY LLC AGREEMENT

This Agreement made and entered into this 27 day of Sept, 2013, by and between Olson Trailer and Body LLC, their successors and assigns, hereinafter referred to as the "Employer" or the "Company" and General Teamsters Union Local 662, affiliated with the International Brotherhood of Teamsters hereinafter called the "Union".

WITNESSETH:

ARTICLE 1. INTENT

It is the intent and purpose of this Agreement to create a collective bargaining agreement between the Employer, hereinbefore named and the Union relative to rates of pay, hours of work and conditions of employment to be observed by the Employer and the Union and to provide a procedure for the prompt and equitable adjustment of grievances.

ARTICLE 2. BARGAINING

The Union is hereby recognized as the exclusive bargaining agent for all of the employees by the Company in Green Bay, Wisconsin as hereinafter defined.

The term "employee" as used in this Agreement is to include all workers, except:

- a) executives
- b) salesmen
- c) foremen
- d) supervisors
- e) clerical and office employees
- f) probationary employees
- g) all parts employees
- h) all material handling employees
- i) all truck drivers
- j) utility employee

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SEP 24 2013

**CONTRACT
DEPARTMENT**

ARTICLE 13. PENSION

The following pension contributions will be remitted to the Central States Pension Fund for all employees who have been on the Employer's payroll for thirty (30) calendar days. Effective July 15, 2013, the Employer will pay the pension rate of \$37.30 per week for the entirety of the contract term.

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement. By the execution of this Agreement the Employer authorizes the Employer's Association who are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to leave of absence being effective, sufficient monies to pay the required contributions into Pension Fund during the period of absence.

ARTICLE 14. CHECKOFF OF DUES

The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where law required written authorization by the employee, the same is to be furnished in the form required. No deductions shall be made which are prohibited by applicable law. Check off procedures and timing shall be worked out locally.

ARTICLE 15. PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of unions party to this Agreement, and including primary picket lines at the Employer's places of business.

ARTICLE 34. FUNERAL LEAVE

All employees will be allowed up to three (3) scheduled work days off without pay to attend the funeral of anyone in the immediate family. Immediate family shall mean: spouse, children, foster children, mother, father, step-mother, step-father, mother-in-law, father-in-law, brother, sister.

ARTICLE 35. DRIVE LANGUAGE

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the employer's actual cost for the expenses incurred in administering the weekly payroll deduction.

ARTICLE 36. TERMINATION

This Agreement shall go into effect July 15, 2013 and shall continue in full force and effect including July 15, 2016 and will continue thereafter from year to year unless notice to terminate is given by either party at least sixty (60) days prior to July 15, 2016, or sixty (60) days prior to July 15th in any year thereafter.

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SEP 24 2013

FOR THE COMPANY
OLSON TRAILER AND
BODY LLC

FOR THE UNION
GENERAL TEAMSTER
LOCAL 662
**CONTRACT
DEPARTMENT**

DATE 9/13/13

DATE 9/5/13

AGREEMENT

BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200



AND

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SEP 28 2012
CONTRACT
DEPARTMENT

VEOLIA ES TECHNICAL SOLUTIONS, LLC

May 1, 2012 through April 30, 2017

AGREEMENT

Veolia ES Technical Solutions, L.L.C. - W124 N9451 Boundary Road and W124 N9311, Menomonee Falls, WI; herein called the "Employer," and Teamsters "General" Local Union No. 200 of the International Brotherhood of Teamsters, herein called the "Union," agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1 UNION RECOGNITION AND SCOPE OF AGREEMENT

Section 1. Recognition. The Employer recognizes the Union as the exclusive bargaining representative of employees in a unit described as follows: Included: utility labor and operators employed in the Stabilization, Non-Hazardous, and Drum Storage buildings and the on-site driver at the Company's Menomonee Falls facilities listed in the preamble of this agreement and over-the-road Class A waste haul drivers whose vehicles are based and who originate their routes from these listed facilities. Excluded: Guards, Supervisors and Managerial employees, as defined by the National Labor Relations Act. It is specifically agreed that over-the-road Class A waste haul drivers whose vehicles are based and who originate their routes at facilities other than those listed in the preamble are not covered by this Agreement. (See Appendix A - Letter of Understanding.)

Section 2. Transfer of Company Title or Interest. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the 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. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., in writing, with a copy to the Union, prior to the execution of a contract of transaction as herein described.

ARTICLE 2 UNION SECURITY AND CHECKOFF

Section 1. Union Security. All present employees who are members of the Union on the effective date of this subsection or the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing, as a condition of employment. All employees who are hired or employed in the classifications of work set forth herein shall become and remain members of the Union in good standing, as a condition of employment, on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this subsection, or the date of execution of this Agreement, whichever is the later.

ARTICLE 6
HEALTH AND WELFARE

Section 1. Effective May 1, 2012, the Employer shall contribute to the Wisconsin Health Fund the sum of ninety-five dollars and eighty-five cents (\$95.85) per week for Single coverage, two hundred fifty-five dollars and five cents (\$255.05) per week for Employee + 1 coverage or two hundred eighty-five dollars and thirty-seven cents (\$285.37) per week for Family coverage for each employee covered by this agreement, in order to provide the Wisconsin Health Funds Plan B. Medical, Pharmacy, Dental, Optical, Life Insurance and Loss of Time benefits to the eligible employees.

The following graph shows the Company's contributions and the effective dates. Any Savings from the amount stated below will be applied to wages of individual employees electing Health Fund coverage.

	<u>5/1/2012</u>	<u>5/1/2013</u>	<u>5/1/2014</u>	<u>5/1/2015</u>	<u>5/1/2016</u>
Single	\$95.85	\$101.60	\$107.70	\$114.16	\$121.01
Emp. + 1	\$255.05	\$270.35	\$286.57	\$303.76	\$321.99
Family	\$285.37	\$302.49	\$320.64	\$339.88	\$360.27

Section 2. If such employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

ARTICLE 7
PENSION PLAN

Section 1. Effective May 1, 2012, and through April 30, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pensions Fund the sum of one hundred thirty-two dollars and thirty cents (\$132.30) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Section 2. Effective May 1, 2013, and through April 30, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pensions Fund the sum of one hundred thirty-seven dollars and sixty cents (\$137.60) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Section 3. Effective May 1, 2014, and through April 30, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pensions Fund the sum of one hundred forty-three dollars and ten cents (\$143.10) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Section 4. Effective May 1, 2015, and through April 30, 2016, the Employer shall contribute to the Central States Southeast and Southwest Areas Pensions Fund the sum of one hundred forty-eight dollars and eighty cents (\$148.80) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Section 5. Effective May 1, 2016, and through April 30, 2017, the Employer shall contribute to the Central States Southeast and Southwest Areas Pensions Fund the sum of one hundred fifty-four dollars and eighty cents (\$154.80) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Section 6. By the execution of this Agreement, the Employer authorizes the Employers' Associations, who are parties to agreements with the Union containing provisions in substance identical to the instant one, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 7. If such employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE 8 SENIORITY

Section 1. Seniority, as the term is used herein, means the length of continuous service of an employee from the date of first employment by the Employer at the division hired for. A new employee shall work under the provisions of this Agreement, but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating

COLLECTIVE BARGAINING AGREEMENT

Between

THE PONTIAC DISTRICT OF

VEOLIA - ES (Environmental Services) SOLID WASTE MIDWEST, LLC

and

TEAMSTERS LOCAL UNION No. 247
an affiliate of the
International Brotherhood of Teamsters

February 1, 2011 – January 31, 2015

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MAY 03 2012

**CONTRACT
DEPARTMENT**

PREAMBLE

This Agreement is effective February 1, 2011, by and between the Pontiac District of Veolia - ES (Environmental Services) Solid Waste Midwest, LLC ("Company" and/or "Employer") located at 575 Collier Road and 571 Collier Road, Pontiac, Michigan 48326, and Local Union No. 247, affiliated with the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan ("Union");

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessation of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties;

WITNESSETH:

ARTICLE 1 UNION SECURITY

- 1.1 The Employer recognizes and acknowledges the Union as the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Attachment "A".
- 1.2 The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all accretions to the bargaining unit; disputes as to the existence or non-existence of an accretion are not subject to the grievance and arbitration provisions of this Agreement but shall remain within the jurisdiction of the NLRB. This Agreement shall also apply to and cover any relocation of the bargaining unit to an existing, acquired, or newly established operation of the Employer where (1) the operation is not already under an existing collective bargaining agreement with the Teamsters and (2) the relocated bargaining unit employees constitute more than fifty percent (50%) of the employees in the classifications of work covered at different operation.
- 1.3 The Company shall have the right to transfer bargaining unit work to its other facilities. The employee affected by such transfer of work shall have the right to either follow such work, or to exercise his seniority rights under Section 6.6 of this Agreement if the employee chooses to follow the work, his seniority shall be dovetailed with the other employees on the seniority list at such facility. If a route and driver are transferred pursuant to this provision, the route shall not be subject to the bidding procedure.
- 1.4 This Agreement supersedes any and all prior or existing agreements between the Company and any labor organization, individual employee, or any group of employees covered by this Agreement including, but not limited to, any implied or expressed contracts, written or verbal understandings, or past practices. The Company agrees not to enter into any agreement with other labor organization

**ARTICLE 14
HEALTH AND WELFARE AND PENSION**

14.1 The Company agrees to transition employees to and provide the Michigan Conference of Teamsters Health and Welfare Fund Plan 176 for all full-time employees covered under this Agreement who have completed ninety (90) days of service. Weekly contributions shall be as follows;

Effective as of 2011 transition	Not to Exceed \$291.55
Effective as of April 1, 2012	Not to Exceed \$304.80
Effective as of April 1, 2013	Not to Exceed \$327.50
Effective as of April 1, 2014	Not to Exceed \$361.45

NOTE: Employees will pay the following minimum percentage contributions toward the cost of medical insurance (plus any additional costs if contribution rates/costs exceed those set forth by the Union for any reason). Contributions shall be made on a pre-tax basis so long as permitted by law:

Upon transfer	16.75%
Effective as of April 1, 2012	17.25%
Effective as of April 1, 2013	17.875%
Effective as of April 1, 2014	18.50%

The Employer contribution rates for health and welfare set forth in this Article reflect maximum rates for the term of the Agreement and thereafter until new rates are agreed by the parties. If for any reason the Plan or the Trustees determine that the Employer must increase its contribution beyond the maximum amounts set forth above or pay a lump sum to the Fund for continued participation, the amount shall be offset by a contemporaneous payroll deduction from current and future wages of employees, or with agreement of the parties, by an offsetting reduction in wage rates or wage increases. If an increase in the Employer's Health and Welfare costs for participation in the Fund are imposed by operation of law, rule, regulation or otherwise, then the responsibility for payment of any such costs shall be the subject of further expedited negotiations between the parties.

14.2 Additionally, the Employer agrees to contribute per week into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has completed thirty (30) calendar days of continuous, active service the following amounts:

Weekly Amount:	Effective Date:
\$59.80	2/1/11
\$64.60	2/1/12
\$68.50	2/1/13
\$72.60	2/1/14

- 14.3 All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to Mellon Bank, Central States Fund, Dept. 10291, Palatine, Illinois 60059-0291.
- 14.4 Contributions to the pension fund must be made for each week for each regular employee beginning the thirty-first (31st) calendar day of employment, even though such employee may work only part-time under the provisions of this Agreement, including paid vacations, and weeks where work is performed for the Employer but not under provisions of this Agreement, and although contributions may be made for those weeks into some other health and welfare fund and/or pension fund.
-
- 14.5 Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.
- 14.6 If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is injured off the job, the Employer shall continue to pay the required health and welfare contributions for the period of disability, to a maximum of four (4) weeks.
- 14.7 Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of his contribution to the pension funds, in accordance with the rules and regulations of the trustees of such funds and after the proper official of the Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the pension fund payments, the Union shall have the right to take such action as it deems necessary, other than conduct otherwise expressly restricted by the terms of this Agreement, 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.
- 14.8 The pension funds identified herein are joint employer/union funds. The welfare and pension funds, in compliance with the applicable federal and/or state laws and regulations, are separately administered.
- 14.9 The Employer contribution rates set forth in this Article reflect maximum rates for the term of the Agreement and thereafter until new rates are agreed by the parties. If for any reason (e.g., the Pension Protection Act of 2006, or other law, regulation, rule, successor legislation, or requirement or plan of the Trustees and specifically including any employer surcharge that may be imposed or authorized under Internal Revenue Code Section 432(e)(7)) the Employer must increase its contribution beyond these maximum amounts or pay a lump sum to a Fund, the amount shall be offset by a contemporaneous payroll deduction from current and future wages of employees, or with agreement of the parties, by an offsetting

reduction in wage rates or wage increases. In any event, the Employer's total costs shall not exceed the contractual limits:

ARTICLE 15 GENERAL

15.1 The Employer agrees that it will allow the proper accredited representatives of the Union access to the plant or warehouse at any time during normal business hours for the purpose of policing the terms and conditions of this Agreement, provided management has been notified in advance.

15.2 The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance.

15.3 Part-time or casual employees shall not be used to deprive regular full-time employees of overtime or other opportunities for additional earnings.

15.4 The Employer and Union agree that in the administration of this agreement there will be no discrimination by the Employer or the Union because of an employee's race, creed, sex, religion, national origin, disability or age, or because of an on-the-job injury or receipt of workers' compensation benefits.

Nothing in this agreement will be construed to prevent or inhibit the Employer's compliance with the Americans with Disabilities Act (including a reasonable accommodation of qualified individuals with a disability) as well as the Family Medical Leave Act.

The use of masculine gender in this Agreement (such as "he", "his", "him") shall be deemed to include the feminine gender ("she", "her", "hers") unless in the context of provision feminine is inappropriate.

15.5 Each employee must keep the Employer currently informed as to the employee's home address, home phone number and person to contact in case of emergency. The employee's failure to comply with this provision shall relieve the Employer of any obligation to provide notice otherwise required by this Agreement. The Employer agrees, upon request, to provide written documentation acknowledging receipt of such information.

15.6 The Company will provide training for all employees who want to learn new skills such as learning to drive in other systems without pay.

15.7 (a) The Employer may install and/or utilize DriveCam and other electronic data, sound, and image data collection devices in and about its vehicles and other equipment and on its property.

(b) The Employer shall not install any additional devices in Company vehicles and other equipment without first notifying the Union and employees of the

AGREEMENT

ORICA USA INC.

2011-2016

THIS AGREEMENT MADE AND ENTERED INTO AS OF THE 1ST DAY OF AUGUST, 2011 BY AND BETWEEN ORICA USA INC., HEREINAFTER CALLED THE "EMPLOYER", AND THE CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER CALLED THE "UNION".

WITNESSETH THAT: FOR AND IN CONSIDERATION OF THE PROMISES AND THE MUTUAL PROMISES AND PROVISIONS HEREOF, AND FOR THE PURPOSE OF A MORE PERFECT UNDERSTANDING BETWEEN THE EMPLOYER, THE EMPLOYEES AND THE UNION, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I - RECOGNITION

WITH RESPECT TO THE EMPLOYER'S WASHINGTON, MISSOURI SITE, THE EMPLOYER RECOGNIZES THE UNION AS THE EXCLUSIVE COLLECTIVE BARGAINING AGENT OF ALL CHAUFFEURS, HELPERS AND WAREHOUSEMEN, BUT EXCLUDING OFFICE, CLERICAL AND PROFESSIONAL EMPLOYEES, GUARDS, LABORERS, HOISTING ENGINEERS, AND ALL OTHER EMPLOYEES AND SUPERVISORS FOR THE PURPOSE OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY, WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT. FOR THE SAKE OF CLARITY, THE PARTIES AGREE THAT THIS AGREEMENT APPLIES ONLY TO THE EMPLOYER'S, WASHINGTON, MISSOURI SITE.

SECTION 1. THE EMPLOYER WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 2. WITH RESPECT TO THE EMPLOYERS WASHINGTON, MISSOURI SITE, THE EMPLOYER AGREES THAT IT WILL NOT SPONSOR OR PROMOTE, FINANCIALLY OR OTHERWISE, ANY GROUP OR LABOR ORGANIZATION, FOR THE PURPOSE OF UNDERMINING THE UNION; NOR WILL IT INTERFERE WITH, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST ANY OF ITS EMPLOYEES IN CONNECTION WITH THEIR MEMBERSHIP IN THE UNION.

SECTION 3. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT, ALL PERSONS WHO ARE HEREAFTER EMPLOYED BY THE EMPLOYER IN THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT(THE WASHINGTON, MISSOURI SITE) SHALL BECOME MEMBERS OF THE UNION NOT LATER THAN THE THIRTY FIRST (31ST) DAY FOLLOWING THE BEGINNING OF THEIR EMPLOYMENT OR THE EXECUTION DATE OF THIS AGREEMENT, WHICHEVER IS THE LATER; THAT THE CONTINUED EMPLOYMENT OF PERSONS WHO WERE IN THE EMPLOY OF THE EMPLOYER PRIOR TO THE DATE OF THIS AGREEMENT AND WHO ARE NOT NOW

ARTICLE IX - PENSION

EFFECTIVE AUGUST 1, 2011, THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF ONE HUNDRED EIGHTY FOUR DOLLARS AND THIRTY CENTS (\$184.30) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE FOR ANY PAYROLL WEEK DURING WHICH SUCH EMPLOYEE RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES, HOLIDAY PAY OR VACATION PAY.

EFFECTIVE AUGUST 1, 2012 THIS CONTRIBUTION SHALL BE INCREASED TO ONE HUNDRED NINETY THREE DOLLARS AND FIFTY CENTS (\$193.50) PER WEEK, PER EMPLOYEE. EFFECTIVE AUGUST 1, 2013 THIS CONTRIBUTION SHALL BE INCREASED TO TWO HUNDRED ONE DOLLARS AND TWENTY CENTS (\$201.20) PER WEEK, PER EMPLOYEE. EFFECTIVE AUGUST 1, 2014 THIS CONTRIBUTION SHALL BE INCREASED TO TWO HUNDRED NINE DOLLARS AND TWENTY CENTS (\$209.20) PER WEEK, PER EMPLOYEE. EFFECTIVE AUGUST 1, 2015 THIS CONTRIBUTION SHALL BE INCREASED TO TWO HUNDRED SEVENTEEN DOLLARS AND SIXTY CENTS (\$217.60) PER WEEK, PER EMPLOYEE.

THIS FUND SHALL BE THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. THERE SHALL BE NO OTHER PENSION FUND UNDER THIS AGREEMENT FOR OPERATIONS UNDER THIS AGREEMENT.

IF AN EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE, SUFFICIENT MONIES TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

THE EMPLOYER AGREES THAT IT WILL EXECUTE A PARTICIPATION AGREEMENT AND SUCH OTHER AGREEMENTS AND DOCUMENTS AS SHALL BE PRESENTED TO IT FOR SIGNATURE BY OR ON BEHALF OF THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND BEFORE THAT FUND WILL ACCEPT THE CONTRIBUTIONS HEREIN ABOVE SET FORTH, AND THAT SUCH AGREEMENTS AND DOCUMENTS WILL BE EXECUTED IMMEDIATELY UPON PRESENTATION AND IN THE FORM PRESENTED PROVIDED THAT THE EMPLOYER DOES NOT HAVE ANY REASONABLE OBJECTIONS. IT IS AGREED AND UNDERSTOOD THAT THIS ENTIRE COLLECTIVE BARGAINING AGREEMENT IS BEING EXECUTED BY THE UNION ON CONDITION THAT THE EMPLOYER SIGN THE SAID AGREEMENTS AND DOCUMENTS RELATING TO SAID PENSION FUND, AND UPON REFUSAL BY THE EMPLOYER TO SO EXECUTE SAID AGREEMENTS AND DOCUMENTS, THIS ENTIRE AGREEMENT SHALL BE CONSIDERED NULL AND VOID, AND THE UNION MAY IMMEDIATELY CALL A STRIKE WITHOUT PRIOR NOTICE.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED IT IS AGREED THAT IN THE EVENT THE EMPLOYER IS DELINQUENT AT THE END OF A PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE PENSION FUND CREATED UNDER THIS

AGREEMENT, IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TRUSTEES OF SUCH FUNDS, THE EMPLOYEES OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE LOCAL UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE TO THE EMPLOYER OF SUCH DELINQUENCY IN PENSION PAYMENTS, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS THEY DEEM NECESSARY UNTIL SUCH DELINQUENT PAYMENTS ARE MADE, AND IT IS FURTHER AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE EMPLOYER SHALL BE RESPONSIBLE TO THE EMPLOYEES FOR LOSSES RESULTING THEREFROM.

ARTICLE X - GRIEVANCE PROCEDURE

A GRIEVANCE IS HEREBY JOINTLY DEFINED TO BE ANY CONTROVERSY, COMPLAINT, MISUNDERSTANDING OR DISPUTE ARISING AS TO MEANING, APPLICATION OR OBSERVANCE OF ANY OF THE PROVISIONS OF THIS AGREEMENT.

IT IS MUTUALLY AGREED THAT ANY DIFFERENCES ARISING BETWEEN THE EMPLOYER AND THE UNION OR AN EMPLOYEE OF THE EMPLOYER AS TO THE MEANING OR APPLICATION OF THE PROVISIONS OF THIS AGREEMENT, SUCH DIFFERENCES SHALL BE SETTLED IN THE FOLLOWING MANNER:

SECTION 1. THE AGGRIEVED EMPLOYEE OR EMPLOYEES SHALL FIRST TAKE THE MATTER UP WITH THE SHOP STEWARD WHO IN TURN WILL TAKE THE GRIEVANCE UP WITH THE FOREMAN IN CHARGE. EMPLOYEES SHALL HAVE THE SHOP STEWARD PRESENT ON ANY GRIEVANCE. IF A SATISFACTORY SETTLEMENT IS NOT EFFECTED WITH THE FOREMAN WITHIN ONE (1) WORKING DAY, THE EMPLOYEE SHALL SUBMIT SUCH GRIEVANCE TO THE UNION'S BUSINESS REPRESENTATIVE IN WRITING.

SECTION 2. IF NO SATISFACTORY ADJUSTMENT IS AGREED UPON, THE MATTER SHALL BE REFERRED BY THE BUSINESS REPRESENTATIVE TO SOME EXECUTIVE OFFICER OF THE EMPLOYER WITH AUTHORITY TO ACT, WHO SHALL REVIEW THE ALLEGED GRIEVANCE AND OFFER A DECISION WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF SAME.

SECTION 3. IF NO AGREEMENT CAN BE REACHED PURSUANT TO THIS PROCEDURE, THE PARTIES SHALL SUBMIT THE GRIEVANCE TO ARBITRATION.

SECTION 4. THE EMPLOYER AND THE UNION AGREE TO ACCEPT THE DECISION OF THE MAJORITY OF AN ARBITRATION BOARD, CONSISTING OF ONE (1) MEMBER SELECTED BY THE EMPLOYER AND ONE (1) MEMBER SELECTED BY THE UNION AND THE THIRD SELECTED BY THE TWO ARBITRATORS NOMINATED AS ABOVE.

IT SHALL BE INCUMBENT UPON BOTH PARTIES TO NOMINATE THE THIRD ARBITRATOR WITHIN SEVEN (7) DAYS AFTER SUCH NOTICE IS GIVEN. UPON THE FAILURE OF THE TWO ARBITRATORS NOMINATED AS ABOVE TO AGREE UPON THE THIRD ARBITRATOR, BOTH PARTIES AGREE TO ASK THE PRESIDING JUDGE OF THE ST. LOUIS COURT OF APPEALS TO APPOINT THE THIRD ARBITRATOR. EACH PARTY SHALL BEAR THE EXPENSE OF ITS OWN ARBITRATOR. THE EXPENSE OF THE THIRD ARBITRATOR SELECTED OR APPOINTED SHALL BE BORNE EQUALLY BY THE EMPLOYER AND THE UNION.

SECTION 5. EMPLOYEES MAY BE DISCHARGED FOR JUST CAUSE. COMPLAINTS REGARDING THE UNJUST DISCHARGES OF MEMBERS OF THE BARGAINING UNIT WILL BE HANDLED PROMPTLY ACCORDING TO GRIEVANCE

IN THE UNFORTUNATE INSTANCE OF A DEATH IN THE IMMEDIATE FAMILY, FULL-TIME REGULAR STATUS EMPLOYEES WILL BE PAID THEIR REGULAR BASE PAY FOR UP TO THREE DAYS FOR BEREAVEMENT PURPOSES. FOR PURPOSES OF THIS POLICY, THE BEREAVEMENT PERIOD IS CONSIDERED TO EXTEND FROM THE DAY OF DEATH UNTIL THE DAY AFTER THE FUNERAL.

IMMEDIATE FAMILY IS DEFINED AS SPOUSE, CHILD, PARENT, SIBLING, GRANDPARENT, GRANDCHILD, OR MOTHER-, FATHER-, SISTER-, BROTHER-, DAUGHTER-, OR SON-IN-LAW. OTHER SPECIAL CIRCUMSTANCES MAY APPLY SUCH AS COMMON LAW SIGNIFICANT OTHERS OR SURROGATE PARENTS. SPECIAL CIRCUMSTANCES SHOULD BE REFERRED TO THE HUMAN RESOURCES MANAGER.

ARTICLE XXI - TERMINATION OF AGREEMENT

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FOR THE PERIOD FROM AUGUST 1, 2011 THROUGH JULY 31, 2016. THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO SAID EXPIRATION DATE SHALL BE GIVEN BY EITHER PARTY TO THE OTHER OF ANY DESIRE TO CANCEL OR AMEND THIS AGREEMENT. IN THE ABSENCE OF SUCH NOTICE THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR THE PERIOD OF AN ADDITIONAL YEAR.

ORICA USA INC.

CONSTRUCTION, BUILDING MATERIAL,
ICE AND COAL, LAUNDRY, AND DRY
CLEANING MEAT AND FOOD PRODUCTS
DRIVERS, HELPERS, WAREHOUSEMEN,
YARDMEN, SALESMEN AND ALLIED
WORKERS, LOCAL UNION NO. 682,
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

BY *Suzanne R. [Signature]*
Secretary

BY *[Signature]* 8-5-11
PRESIDENT

BY *[Signature]* 8-5-11
SECRETARY-TREASURER

RECEIVED

AUG 12 2011

**CONTACT
DEPARTMENT**

Agreement by and between

Teamsters Local Union No. 247 and Osborne Concrete
Company and John D. Osborne Trucking, Inc.

Effective April 1, 2014 through and including March 31, 2017

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of April 2014 by and between OSBORNE CONCRETE COMPANY and JOHN D. OSBORNE TRUCKING, INC., their successors and assigns, hereinafter jointly called the "Company", and the TEAMSTERS, LOCAL UNION No. 24, an affiliate of the International Brotherhood of Teamsters (said Union acting for itself and as agent for and on behalf of each and every one of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called the "Union".

WITNESSETH:

WHEREAS, the parties are desirous of (1) preventing strikes and lockouts and of maintaining satisfactory wage scales, working conditions among the employees of the Company, and (2) facilitating the peaceful adjustment of all grievances and controversies which may arise from time to time between the Company and its individual employees or the Union, and (3) encouraging increased efficiency among the employees, and

WHEREAS, the parties recognize the common interest of management and the Union in the success of the business of the Company, and

WHEREAS, the Company, the Union and its members, acting through their duly authorized representatives in conference, and after due consideration, agree as follows:

ARTICLE 1 Representation

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: All transit mix drivers, train drivers, yard person, journeyman mechanics, tire men/lubricators/gassers, plant maintenance and semi driver employed by the Company located at 37500 Northline Road, Romulus, Michigan 48174, but excluding all other employees, office clerical employees, managers, supervisors and guards as defined in the National Labor Relations Act. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

B. All present employees who are members of the Union on the effective date of this Section shall remain members of the Union in good standing as a condition of continued employment. All present employees in the aforementioned classifications covered by this Agreement and all employees who are hired hereafter into classifications covered by this Agreement shall on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Union as a condition of employment. The parties agree that the contents of the Union Security Clause will not be enforced by either party unless and until it is lawful to do so under state and/or federal law.

ARTICLE 18

Pension

A. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Fund"), which shall be jointly established and administered between the Company and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. The Company agrees to pay not more than the following Level 18 pension contribution upon completion of the probationary period and retroactive to the thirty-first (31st) workday of employment:

<u>Date</u>	<u>Daily Rate</u>	<u>Weekly Max</u>
April 1, 2014	\$55.00	\$275.00
June 5, 2014	\$57.20	\$286.00
June 5, 2015	\$59.50	\$297.50
June 5, 2016	\$61.90	\$309.50

B. In the event the pension fund requires more in contributions paid by the Company than the rates set forth above in Section A of this Article, the Company shall have the right, at the Company's option, of terminating this Agreement early, by giving not less than sixty (60) calendar days written notice to the Union, in which event, if such written notice is given by the Company, this Agreement shall terminate at 5:00 p.m. on the first (1st) Friday following the sixtieth (60th) day after the date of the Company's written notice.

C. Daily pension contributions shall be made for each day in which work is performed to a maximum of five (5) days per week. In addition, a contribution will be made for vacation days earned and actually taken and holidays which fall on what would be a regularly scheduled work day. Daily pension contributions also will be paid for the period of time an employee is unable to work due to an on-the-job-injury for a maximum of one (1) year. In such cases, pension contributions shall be paid only for those days on which the injured employee's seniority would have permitted him/her to work and only for a maximum of one (1) year from the date the absence from work began. These are the only circumstances in which the Company shall be obligated to make a pension contribution. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provision of this paragraph. The Company shall have no other obligation hereunder than to make the contributions herein called for in accordance with the procedures adopted from time to time by the joint trustees of the pension fund. In the event the joint pension plan shall not be established or if the contributions made hereunder shall not be deemed to constitute deductions for the purposes of Federal income taxes, this Article shall be re-negotiated.

D. If an employee is absent because of documented illness or off-the-job injury and provides the Company with documentation during such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If the employee does not or will not provide requested documentation the Company is under no obligation to continue contributions.

Agreement by and between

Teamsters Local Union No. 247 and Osborne Concrete
Company and John D. Osborne Trucking, Inc.

Effective April 1, 2014 through and including March 31, 2017

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of April 2014 by and between OSBORNE CONCRETE COMPANY and JOHN D. OSBORNE TRUCKING, INC., their successors and assigns, hereinafter jointly called the "Company", and the TEAMSTERS, LOCAL UNION No. 24, an affiliate of the International Brotherhood of Teamsters (said Union acting for itself and as agent for and on behalf of each and every one of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called the "Union".

WITNESSETH:

WHEREAS, the parties are desirous of (1) preventing strikes and lockouts and of maintaining satisfactory wage scales, working conditions among the employees of the Company, and (2) facilitating the peaceful adjustment of all grievances and controversies which may arise from time to time between the Company and its individual employees or the Union, and (3) encouraging increased efficiency among the employees, and

WHEREAS, the parties recognize the common interest of management and the Union in the success of the business of the Company, and

WHEREAS, the Company, the Union and its members, acting through their duly authorized representatives in conference, and after due consideration, agree as follows:

ARTICLE 1 Representation

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: All transit mix drivers, train drivers, yard person, journeyman mechanics, tire men/lubricators/gassers, plant maintenance and semi driver employed by the Company located at 37500 Northline Road, Romulus, Michigan 48174, but excluding all other employees, office clerical employees, managers, supervisors and guards as defined in the National Labor Relations Act. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

B. All present employees who are members of the Union on the effective date of this Section shall remain members of the Union in good standing as a condition of continued employment. All present employees in the aforementioned classifications covered by this Agreement and all employees who are hired hereafter into classifications covered by this Agreement shall on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Union as a condition of employment. The parties agree that the contents of the Union Security Clause will not be enforced by either party unless and until it is lawful to do so under state and/or federal law.

ARTICLE 18

Pension

A. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Fund"), which shall be jointly established and administered between the Company and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. The Company agrees to pay not more than the following Level 18 pension contribution upon completion of the probationary period and retroactive to the thirty-first (31st) workday of employment:

<u>Date</u>	<u>Daily Rate</u>	<u>Weekly Max</u>
April 1, 2014	\$55.00	\$275.00
June 5, 2014	\$57.20	\$286.00
June 5, 2015	\$59.50	\$297.50
June 5, 2016	\$61.90	\$309.50

B. In the event the pension fund requires more in contributions paid by the Company than the rates set forth above in Section A of this Article, the Company shall have the right, at the Company's option, of terminating this Agreement early, by giving not less than sixty (60) calendar days written notice to the Union, in which event, if such written notice is given by the Company, this Agreement shall terminate at 5:00 p.m. on the first (1st) Friday following the sixtieth (60th) day after the date of the Company's written notice.

C. Daily pension contributions shall be made for each day in which work is performed to a maximum of five (5) days per week. In addition, a contribution will be made for vacation days earned and actually taken and holidays which fall on what would be a regularly scheduled work day. Daily pension contributions also will be paid for the period of time an employee is unable to work due to an on-the-job-injury for a maximum of one (1) year. In such cases, pension contributions shall be paid only for those days on which the injured employee's seniority would have permitted him/her to work and only for a maximum of one (1) year from the date the absence from work began. These are the only circumstances in which the Company shall be obligated to make a pension contribution. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provision of this paragraph. The Company shall have no other obligation hereunder than to make the contributions herein called for in accordance with the procedures adopted from time to time by the joint trustees of the pension fund. In the event the joint pension plan shall not be established or if the contributions made hereunder shall not be deemed to constitute deductions for the purposes of Federal income taxes, this Article shall be re-negotiated.

D. If an employee is absent because of documented illness or off-the-job injury and provides the Company with documentation during such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If the employee does not or will not provide requested documentation the Company is under no obligation to continue contributions.

ARTICLES OF AGREEMENT
EFFECTIVE DATE: 04/30/14
EXPIRATION DATE: 04/29/17

Between

GRANVILLE READY-MIX
DIV. OF J.W. OSSOLA CONSTRUCTION CO.
GRANVILLE, ILLINOIS

and

TEAMSTERS LOCAL UNION NO. 722
LA SALLE, ILLINOIS

Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED

AUG 22 2014

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into by and between GRANVILLE READY-MIX, Div. of J.W. Ossola Construction Co., Granville, Illinois, or its successors, as Party of the First Part, and hereinafter referred to as the "Employer" and GENERAL TRUCK DRIVERS, DOCKMEN, HELPERS, WAREHOUSEMEN, SALES DRIVERS, AUTOMOTIVE WORKERS, GAS STATION ATTENDANTS, RETAIL DELIVERY DRIVERS AND DAIRY, HEALTH CARE AND PUBLIC EMPLOYEES LOCAL UNION NO. 722, or its successors, an affiliate of the International Brotherhood of Teamsters, as Party of the Second part, and hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all its employees with the job classifications and units covered by this Agreement.

Section 2. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) calendar day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit, of persons who are already members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer, prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) calendar day following the execution date of this Agreement.

The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union to such effect, and to the further effect that Union membership was available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union Membership as required herein shall obligate the Employer to discharge such person upon written notice to the Employer by the Union.

Section 3. The Employer agrees to deduct from the salary of all employees covered by this Agreement, dues, initiation fees and death benefit fund assessments of Teamsters Local Union No. 722 and agrees to remit within five (5) days to said Local Union, all such deductions. Check-off as herein provided shall apply only to such employees from whom the Employer has received a written assignment. No deductions shall be made which are prohibited by applicable law. The employer shall deduct dues, fees, etc., on a monthly basis from the employees paychecks and continue to remit to the Union on a quarterly basis.

Section 4. The Union will hold and save harmless the employer from any loss by way of damages, back pay awards, fees (including reasonable attorney's fees) and costs arising out of any action taken by the employer as requested by the union pursuant to the provisions of this Article.

Section 3. The Employer's sole obligation with respect to health and welfare or other group insurance benefits, shall be to make the contributions to the Health and Welfare Fund as provided by this Article. The Employer shall not be responsible in any way for the proper administration of the Health and Welfare Fund. The Employer's responsibility ceases after each contribution is made to the Health and Welfare Fund.

Section 4. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 15 PENSION PLAN

Section 1. Effective APRIL 30, 2014, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of Two Hundred Nine Dollars and Twenty Cents (\$209.20) per week for each regular employee covered by this Agreement who works one (1) day or any part of one (1) day during the regular week. Effective APRIL 30, 2015, the weekly contributions shall be increased to Two Hundred Seventeen Dollars and Sixty Cents (\$217.60) per regular employee. Effective APRIL 30, 2016, the weekly contributions shall be increased to Two Hundred Twenty Six Dollars and Thirty Cents (\$226.30) per regular employee.

The foregoing notwithstanding, in all years of this Agreement the Employer's pension contribution shall be the minimum amounts required by the Fund's Board of Trustees or the amounts set forth above, whichever is less.

Inasmuch as the primary focus of the Employer's business is different during the period November 1 through April 30 of each contract year, during such months the Employer is not obligated to make a weekly pension contribution on behalf of each employee who works one (1) or any part of one (1) day, the foregoing notwithstanding. Rather, effective November 1, 2014, through April 30, 2015, the Employer shall contribute the sum of Forty Three Dollars and Forty Cents (\$43.40) per day for each day each employee covered by this Agreement work less than a full week but at least one (1) or any part of one (1) day during the week. Effective November 1, 2015 through April 30, 2016 the daily contribution shall be increased to Forty Five Dollars and Ten Cents (\$45.10). Effective November 1, 2016 through April 30, 2017, the daily contribution shall be increased to Forty Six Dollars and Ninety Cents (\$46.90). These daily rates also apply to temporary/casual employees who work for the Employer pursuant to Article 28, regardless of the time of year such employees perform work.

This fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties.

Section 2. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreements, hereby waiving all notice thereof and ratifying all actions already taken by such Trustees within the scope of their authority.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension fund during the period of absence.

Section 4. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement including weeks where work is performed for the Employer but not under the provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Employees who work temporarily in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Section 5. The employer's sole obligation with respect to pension or other pension benefits shall be to make the contributions to the Pension Fund as provided by this Article. The Employer shall not be responsible in any way for the proper administration of the Pension Fund.

Section 6. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection. Employers responsibility ceases after each contribution is made to the designated fund.

ARTICLE 16 PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge or permanent replacement, if any employee, who of his own accord refuses to go through a primary picket line of a Union; nor shall the exercise of any rights permitted by law be a violation of this Agreement. However, employees are expected to cross informational picket lines and other non-primary picket lines unless they have reasonable grounds to fear for their safety.

ARTICLE 17 DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge not suspend any employee without just cause. With respect to such discipline, the Employer recognizes the principles of progressive discipline and normally will give at least one warning notice of complaint against such employee prior to a suspension, and will give a suspension prior to a discharge (and a copy to the Union on each occasion.) The Union recognizes that some offenses may be so serious or the circumstances so aggravated that the Employer is justified in skipping one or more of the progressive discipline steps. Such situations may include but are not limited to such offenses as dishonesty, violence, insubordination, violations of the Employer's Drug Free Workplace Policy, gross negligence in the performance of duties and carrying unauthorized passengers while on the job. Warning notices and all other discipline shall remain in an employee's file indefinitely, but warning notices may not serve as the basis for progressive discipline after twelve (12) months.

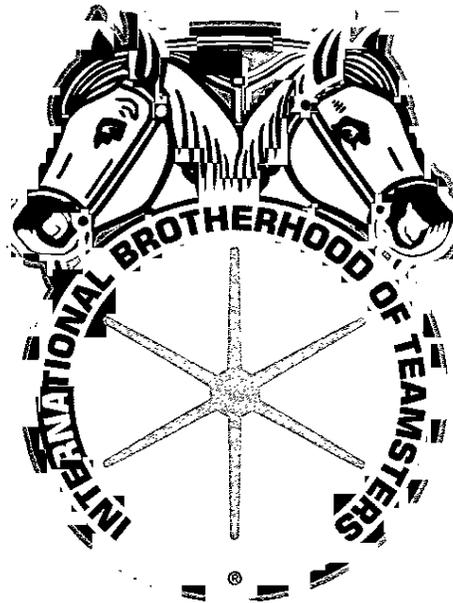
AGREEMENT

JUNE 1, 2015 – MAY 31, 2018

**THE OUDENHOVEN
COMPANY, INC.**

AND

**GENERAL TEAMSTERS
LOCAL UNION NO. 662**



RECEIVED

JUN 22 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into as of the **first day of June 2015**, by and between: **THE OUDENHOVEN COMPANY, INC.** herein called "Employers" and Local # 662 of the International Brotherhood of Teamsters; which represents the Employer's employees located at Kaukauna, Wisconsin shall be members of the Local Union signature to this Agreement, no matter where or what job sites the Employer assigns them to work at.

This revised Agreement embodies all amendments to existing agreements and shall hereafter be recognized as the sole Agreement affecting conditions of employment between the signatory parties hereto.

ARTICLE 1 - DURATION OF AGREEMENT

This Agreement shall be binding upon the parties, their successors and assigns and shall continue in full force and effect from **June 1, 2015 through May 31, 2018**, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration or any anniversary thereof. It is expressly agreed that there shall be no reopening of this Agreement for any matters pertaining to rates of pay, wages, hours of work or other terms and conditions of employment during the term of this Agreement, except as provided for hereafter in Article 16, "SEPARABILITY."

ARTICLE 2 - UNION SECURITY

SECTION 2.1

- (a) Effective June 1, 2015, due to Wisconsin's recognition of becoming a right to work state on March 9, 2015, sections 2.1(b) and 2.1(c), shall not apply to the extent prohibited by state law.
- (b) The Employer agrees to require, during the life of this Agreement, membership in the Union, as a condition of continued employment of all employees covered by this Agreement, on or after seven (7) days following the effective date of this Agreement, or on or after seven (7) days following the commencement of such employment, whichever is later; provided, however, that such membership in the Union is available to such employees on the same terms and conditions generally applicable to other members and that such membership is not denied or terminated for reasons other than a failure by the affected employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- (c) Should any employee covered by this Agreement fail to become or remain a member of the Union in accordance with subsection (b) of this Section, the Employer agrees to discharge such employee within two (2) working days after receipt of a written request from the Union to that effect.

SECTION 2.2

When the Employer needs additional men, he shall give the Union equal opportunity with all other sources to provide qualified applicants, but the Employer shall not be required to hire those referred by the Union.

ARTICLE 13 - PENSION

SECTION 13.1

Effective **June 1, 2015** the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **Two hundred ninety one dollars and forty cents (\$291.40)** per week for each employee covered by this Agreement who has been on the payroll seven (7) days or more. If the employee was employed by another Employer Signatory to Agreement, the Employer shall begin the weekly contribution immediately upon employment.

Effective **June 1, 2016**, the contribution shall be increased to **Three hundred three dollars and ten cents (\$303.10)** per week.

Effective **June 1, 2017**, this contribution shall be increased to **Three hundred fifteen dollars and twenty cents (\$315.20)** per week.

SECTION 13.2

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for employees covered by this Agreement.

SECTION 13.3

By the execution of this Agreement, the Employer binds himself and becomes party to the Trust Agreement establishing the Central States, Southeast and Southwest Areas Pension Fund and authorizes the Employer parties thereto to designate the employer trustees as provided under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 13.4

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall be required to make contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

SECTION 13.5

Action for delinquent contributions may be instituted by either the Local Union, the Joint Council or the Trustees. Employers who are delinquent must also pay all Attorney's fees and costs of collections.

ARTICLE 14 - VACATIONS

SECTION 14.1

All employees covered by this Agreement shall be permitted up to a maximum of three (3) weeks vacation each year if they so elect. Employee must give two (2) weeks notification of this vacation selection to the Employer.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OVERLAND METALS, INC

AND



TEAMSTERS LOCAL NO. 610

JANUARY 1, 2014

Through

DECEMBER 31, 2018

RECEIVED

APR 09 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, made and entered into this 1st day of January, 2014, by and between the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Local No. 610, or its successors, hereinafter referred to as the "Union", and OVERLAND METALS, INC. hereinafter referred to as the "Company".

ARTICLE 1.00 NONDISCRIMINATION

1.01 The Company and the Union agree that they will not discriminate against an employee or applicant for employment for or on account of his affiliation or activities with the Union or because of race, color, creed, religion, national origin or age as provided by law, nor due to disability, if otherwise qualified, as provided by the Americans With Disabilities Act.

ARTICLE 2.00 RECOGNITION

2.01 The Company agrees to and does hereby recognize the Union as the sole and exclusive bargaining agent of all truck drivers.

ARTICLE 3.00 UNION SECURITY, CHECKOFF, AND DRIVE

3.01 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement shall become members of the Union not later than the 30th day following the beginning of their employment or the execution date of this Agreement whichever is the later; that the continued employment by the Company in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the 30th day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Company, upon written notice from the

16.02 This provision shall not cover probationary, casual, employees or those employees who are working temporarily or in cases of emergencies.

16.03 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave-of-absence, the Company shall collect from said employee, prior to the leave-of-absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

16.04 Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this Article.

ARTICLE 17.00
PENSIONS

17.01 The Company shall contribute weekly for each truck driver covered by this Agreement who has been on the payroll thirty (30) days or more to the Central States, Southeast and Southwest Areas Pension Fund as follows:

Effective:	January 1, 2014	\$143.60
Effective:	January 1, 2015	\$149.30
Effective:	January 1, 2016	\$155.30
Effective:	January 1, 2017	\$161.50
Effective:	January 1, 2018	\$168.00

17.02 This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Contract for operations under this Contract or for operations under the Southeast and Southwest Areas contracts

to which Company's who are party to this Contract are also parties.

17.03 By the execution of this Agreement, the Company authorizes the Company's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Company Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

17.04 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave-of-absence, the Company shall collect from said employee prior to the Leave of Absence being effective, sufficient monies to pay their required contributions into the Pension Fund during the period of absence.

17.05 Contributions to the Pension Fund must be made for each week on each regular or extra employee even though such employee may work only part-time under provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this Contract, and although contributions may be made to some other Pension Fund.

ARTICLE 18.00
NOTICES

18.01 All notices provided for in this Agreement shall be in writing, and shall be given to the other party in person or shall be sent to the other party by mail, postage prepaid, and shall be deemed given as of the date sent. Notices to the Union shall be addressed as follows:

Teamsters Local Union No. 610
11472 Schenk Drive
Maryland Heights, MO 63043

AGREEMENT

Between the

OWENS CORNING

and the

BUILDING MATERIAL, EXCAVATING,
HEAVY HAULERS, DRIVERS, WAREHOUSEMEN
AND HELPERS

LOCAL UNION NO. 541

RECEIVED

JUL 22 2014

**CONTRACT
DEPARTMENT**

For the Period Covering
April 7, 2014 to April 3, 2017

AGREEMENT

This Agreement made and entered into the 7th day of April, 2014, by and between Owens-Corning Fiberglas Corporation (hereinafter referred to as the Company) and Building Material, Excavating, Heavy Haulers, Drivers, Warehousemen and Helpers, Local Union No. 541 (hereinafter referred to as the Union), representing for the purpose of collective bargaining employees of the Employer at its warehouse operation located at 3201 McCormick Road, Kansas City, Kansas, who come within the scope of this Agreement.

ARTICLE I

Purpose and Scope of Agreement

Section 1

The purpose of this Agreement is to establish hours, wages and other conditions of employment in the bargaining unit covered by this Agreement, and to adopt measures for the settlement of differences which might occur hereafter, and to maintain a cooperative relationship between the Company and its employees.

Section 2

This Agreement relates only to the Company's warehouse facility located at 3201 McCormick Road, Kansas City, Kansas.

Section 3

It is mutually agreed by the Union and the Company to accord to all applicants for employment, and to all employees, fair and equal treatment regardless of race, color, creed, sex, age or national origin or individual with a qualified disability. Any reference to gender in this Agreement shall apply equally to both male and female.

ARTICLE II

Union Recognition and Security

Section 1

The Company recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to wages, hour and working conditions for all employees working at the Company's warehouse located at 3201 McCormick Road, Kansas City, Kansas, but excluding all office and clerical employees, confidential and technical employees, guards and supervisors.

Section 2

The right of the Employer to hire and discharge employees is acknowledged, subject to limitations contained in this Agreement. All newly hired employees shall be considered probationary employees for a period of ninety (90) calendar days from their date of hire. The discharge or discipline of a probationary employee is not to be a matter of grievance. Probationary employees may be summarily discharged, disciplined, laid-off or transferred at the sole discretion of the Company and such action shall not be the subject of any grievance.

Section 3

To the extent permitted by law, all employees as described in Section 1, shall become members of the Union within sixty (60) calendar days from their date of hire, or within sixty (60) calendar days of the execution date of this Agreement, whichever is later.

ARTICLE XII
Central States Southeast and Southwest Areas Pension Fund

The Employer shall contribute to the Central States Southeast and Southwest Area's Pension Fund as outlined below for each employee covered by the Agreement who has been on the payroll thirty (30) calendar days or more.

April 27, 2014 \$114.00
April 27, 2015 \$120.80
April 27, 2016 \$125.60

The Company match on employee contributions to the Savings and Security Plan will be one hundred percent (100%) of the employee's first five percent (5%) base pay contribution.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

The Company can withdraw from the Central States Southeast and Southwest Area's Pension Fund at any time during the term of this agreement at its sole discretion.

ARTICLE XIII
Central States Southeast and Southwest
Areas Health and Welfare Fund

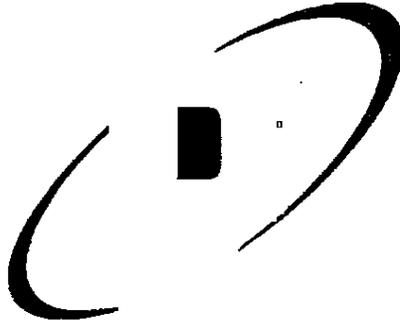
This Agreement covers employees who have been on the payroll sixty (60) days or more. The following contribution schedule will be used for employees participating in the Teamsters Health and Welfare C-6 plan.

<u>Date Paid</u>	<u>Total Weekly Benefit Cost</u>	<u>Company Paid</u>	<u>Employee</u>
<u>4/6/14 – 12/31/14</u>	<u>\$337.70</u>	<u>\$255.88</u>	<u>\$81.82</u>

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare fund during the period of absence.

Effective January 1, 2015, participation in the Teamsters Health and Welfare C-6 Plan will cease and the preceding language in Article XIII will become null and void. Instead, employees who have been on the payroll sixty (60) days or more will be eligible to participate in the Owens Corning Health Care, Dental, Vision, Wellness, Life Insurance, Short Term Disability, and Long Term Disability Plans. These plans will remain in effect for the duration of the Contract. The Company reserves the right to make changes in the administration of the plans or other

AGREEMENT



P1 Group, Inc.

LAWRENCE, KANSAS

AND



RECEIVED

AUG 21 2015

**CONTRACT
DEPARTMENT**

TEAMSTERS LOCAL UNION 696
TOPEKA, KANSAS

AGREEMENT

**BETWEEN
PI GROUP, INC.**

And

**TEAMSTERS LOCAL UNION 696 AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

THIS AGREEMENT, made and entered into this 1st day of August, 2015, by and between PI Group, Inc., hereinafter called the "Company," "Employer," or "PI Group" and Teamsters Local Union 696, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union."

Article I - Purpose

The purpose of the Agreement is to promote and maintain mutually satisfactory industrial and economic relationships between the Company and the Union which will further to the fullest extent possible the safety and welfare of the employees, and the economy of operations. Both will abide by this Agreement, it being their purpose to settle all differences without disturbance to industrial peace.

Article II - Recognition

Section 1. The Company recognizes the Union as the exclusive collective bargaining agency for the employees covered herein as to wages, hours and working conditions. The term "employee" as used in this Agreement includes all Warehousemen/Driver employees employed by the Company at its Lawrence, Kansas Warehouse but excluding office and clerical employees, guards, watchmen, supervisors, and professional employees as defined pursuant to the National Labor Relations Act.

Section 2. The Union agrees that membership in the Union shall be on a voluntary basis on the part of each employee. The Union and its members jointly and separately agree not to interfere in any way with the rights of employees of the Company who are not members of the Union, or who may not desire to become or remain members of the Union. The Union and its members further agree that there will be no discrimination, interference, restraint or coercion by said Union or any of its members, agents or representatives against employees of the Company because of their non-membership in the Union or other unwillingness to participate in Union activities or any kind.

The Company agrees that there will be no discrimination, interference, restraint or coercion by the Company or any of its agents or representatives against employees of the Company because of their membership in the Union. There shall be no anti-Union activities of any kind on Company time in any manner.

Article VIII – Benefits

Effective the date of the ratification of this Agreement the following will apply to all employees holding seniority on these dates.

Section 1. Pension. The company will contribute the following to Central States Southeast and Southwest Areas Pension Fund:

Aug.1, 2015	Aug.1, 2016	Aug.1, 2017
\$63.20/week	\$66.00/week	\$68.40/week

Section 2. Health Insurance. The Company will contribute the following to the M9 Central States Southeast and Southwest Areas Health Plan:

Aug. 1, 2015	Aug. 1, 2016	Aug. 1, 2017
\$305.60/week	\$338.90*/week	\$375.00*/week

*Not to exceed.

No contributions will be paid on overtime hours worked.

Article IX - Seniority

Section 1. The accrual of seniority shall commence as of the date of an employee's most recent hire.

Article X - Hours of Work and Overtime

Section 1. The normal workday and week will be 8 hours, Monday through Friday.

Section 2. Overtime at time and one-half shall be paid for all paid hours in excess of 40 hours in a week or on Saturday. Double time shall be paid for work on Sundays or holidays.

Article XI - Holidays

The Company will grant holiday time off on the holidays listed below:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- Christmas (December 25)

AGREEMENT

This Agreement made and entered into this 18th day of December, 2011, by and between PEORIA DISPOSAL COMPANY of Peoria, Illinois, PDC SERVICES, INC. of Peoria, Illinois, and TAZEWELL COUNTY LANDFILL, INC. d/b/a INDIAN CREEK LANDFILL of Hopedale, Illinois, parties of the first part, at times for convenience referred to collectively as "PDC", "the employer", or "the company", and TEAMSTERS, CHAUFFEURS & HELPERS LOCAL UNION NO. 627 of Peoria, Illinois, affiliated with the I.B. of T.C.W. & H. of America, party of the second part.

ARTICLE 1

RECOGNITION

Section 1: The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Company as herein defined.

Section 2: The term "employee" as used in this Agreement shall include all persons engaged as Commercial (Garbage truck) Drivers; Straight Truck Roll-off Drivers; Local Semi Trailer Drivers; Over-the-road Drivers; Residential Drivers, (Residential Driver is inclusive of refuse, yard waste drivers and recycling collection drivers), Mechanics/Welders; Assistant Mechanic/Welder; Welders; Tire and Grease; Landfill Operator; Landfill Utility Worker; Landfill Mechanic/Welder; Stabilization Operator; Stabilization Mix Laborer; Stabilization Facility Maintenance Worker; and Stabilization Driver.

ARTICLE 2

UNION SHOP AND DUES

Section 1: All persons newly employed by the Employer under the jurisdiction of the Union as hereinafter provided in this Agreement shall become members of the Union the later of the thirty-first (31st) day following the beginning of their employment or thirty-one (31) days after the date of the execution of this Agreement, and shall continue in good standing in the Union as a condition of continued employment. No requirements for maintenance of membership in good standing beyond those provided in the Labor Management Relations Act of 1947, as amended, shall be required by the Union. Any employee not completing his membership in the Union or remaining in good standing in the Union, as

ARTICLE 12

PENSION PLAN

Section 1: An Agreement has been made by and between the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") on the one hand and Peoria Disposal Company, PDC Services, Inc. and Tazewell County Landfill, Inc. (collectively, "PDC") on the other hand, each intending to be legally bound.

Section 2: The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the respective sums as specified in the Agreement made between it and the Central States, Southeast and Southwest Areas Pension Fund the term of this Collective Bargaining Agreement for each employee who has been on the payroll thirty (30) days or more. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Pension Fund's contracts to which Employers who are party to this contract are also parties.

Section 3: If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4: There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Section 5: Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 6: PDC understands and agrees that its contributions to the Pension Fund on a per covered employee basis for periods worked or compensated are as follows:

<u>Beginning Date</u>	<u>Weekly Contribution Amount</u>
December 18, 2011	\$115.60
May 1, 2012	\$124.80
May 1, 2013	\$132.30
May 1, 2014	\$140.20
May 1, 2015	\$148.60
May 1, 2016	\$154.54

In addition, it is agreed as follows:

a. PDC's pension contribution obligation under this Article shall cease as a matter of contract and law upon expiration of this collective bargaining agreement on December 17, 2016.

b. Nothing herein prevents the union from bargaining PDC's subsequent participation in the Pension Fund in any renewal agreement and nothing herein shall require PDC to agree to participate in the Pension Fund in any renewal agreement.

c. Upon termination of this Agreement there will be no more contributions required from PDC unless and until a renewal contract is reached requiring such contributions.

Section 7: The Union acknowledges that conditioned upon PDC's full and timely compliance with all of the terms of the aforesaid and referenced Agreement in Section 1, including without limitation, the accuracy of the warranties in Articles 3.1 and 3.2 of the Agreement between the Pension Fund and PDC whereby the Pension Fund releases PDC from the 2011 Withdrawal Liability, and the Pension Fund agrees that PDC shall become a New Employer as defined in the Plan. Nothing in this Agreement releases any other claim of the Pension Fund against PDC or any other party including, without limitation, claims for contributions or withdrawal liability other than the 2011 Withdrawal Liability.

Section 8: Nothing in this Collective Bargaining Agreement is intended to be or shall be construed to be inconsistent with the aforesaid and referenced Agreement in Section 1.

ARTICLE 25

TERMINATION

Section 1: This Agreement shall be effective December 18, 2011 and shall continue in full force and effect until 11:59 p.m., December 17, 2016, and shall continue in force and effect for yearly periods thereafter unless the Employer or the Union shall give notice in writing sixty (60) calendar days prior to December 17, 2016 of its desire to negotiate any changes in this Agreement. Wage increases will be effective on the first payroll period on or after August 28 each year of the contract unless specifically noted to the contrary.

SIGNED FOR THE EMPLOYERS

SIGNED FOR THE UNION

PEORIA DISPOSAL COMPANY

TEAMSTERS, CHAUFFEURS &
HELPERS LOCAL UNION NO. 627

By: *Paul J. Coulter*
Its *President*

By: *[Signature]*
Its _____

PDC SERVICES, INC.

By: _____
Its _____

By: *Paul J. Coulter*
Its *President*

TAZEWELL COUNTY LANDFILL,
INC., d/b/a INDIAN CREEK LANDFILL

By: *Paul J. Coulter*
Its *President*

RECEIVED

JUL 02 2013

**CONTRACT
DEPARTMENT**

**Teamsters Local #377
P.I.&I. Trucking, Inc.
Agreement**

This Addendum is to be added to and become part of the existing Agreement between Teamsters Local Union 377, Youngstown, Ohio and P.I. & I. Trucking, Inc., Gary Indiana.

Under the Central States Area Iron and Steel and Truckload Supplement will now be covered by the following:

Article 41, 49 Sections 1,54,57,58,59 Sections 2,60,61

ARTICLE 41: Probationary period of sixty (60) working days. Hospitalization effective after sixty (60) days.

ARTICLE 49: SECTION 1: Motels paid by Company only when drivers are instructed by dispatch to layover waiting to load away from a company terminal with sanitary facilities. Drivers will do their best to find reasonable rates, and must call for rate approval.

ARTICLE 54: SECTION 1: WAGES

4/1/13 through 3/31/18 24% of Gross Revenue
Upon truck gross revenue reaching One hundred thirty-five thousand (\$135,000) for drivers in a calendar year, the percentage will increase to 25% for remainder of calendar year.

Retro Active starts January 1, 2013.

Stop off pay Driver twenty-five (\$25.00) dollars flat.

ARTICLE 54: SECTION 2: NEW HIRES

First year	22% of Gross Revenue
Second year	23% of Gross Revenue
After second year	24% of Gross Revenue

RECEIVED

AUG 26 2015

CONTRACT
DEPARTMENT

ARTICLE 59: SICK LEAVE

P.I. & I Trucking, Inc., agrees to pay five (5) days sick pay sickness or illness that requires being admitted into a hospital and is not work related to a Workers' Compensation Claim. If an employee is off sick and must be hospitalized, the Company will pay sick days while he/she is in the hospital up to five (5) days. A maximum of five (5) days will be paid for each contract year at the rate of one hundred thirty-five (\$135.00) dollars a day.

ARTICLE 60: HEALTH CARE INSURANCE

Effective April 1, 2013, through the term of the contract, hospitalization will be provided by Teamsters Local No. 377 Health & Welfare Fund. Premiums will be paid for by the Company. The Company will continue to pay current base rate of Two hundred twenty-two (\$222.00) per week towards the premium, if the premium in any contract year goes above the Two hundred twenty-two (\$222.00) per week, per employee level, the Company will pay 50% of the increase while the employees pay 50% of the increase. The employee's portion of the increase(s) if any, will not exceed fifty (\$50.00) dollars per week for the duration of this agreement.

ARTICLE 61: PENSION PLAN

April 1, 2013 through March 31, 2018 the Company will pay One hundred eighty-two dollars and twenty cents (\$182.20) per week on each employee.

The term of this agreement will be from April 1, 2013 through March 31, 2018.

Ratification bonus for all Employees. Checks will be paid on the next pay period following the signing of this contract.

All Employees will receive One thousand five hundred (\$1500.00) dollars.

SIGNATURE PAGE

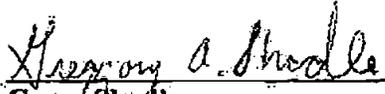
FOR THE UNION



**Ralph "Sam" Cook
Secretary Treasurer**



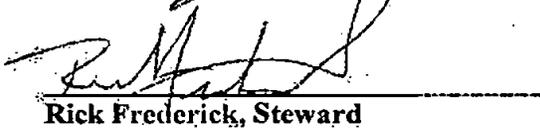
**Rich Sandberg
President**



**Gregg Shadle
Vice President/Business Agent**



Mike Fitzmaurice, Steward

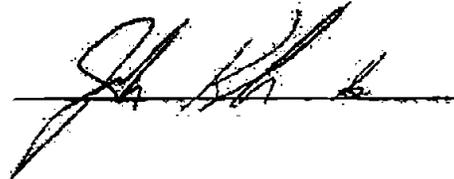
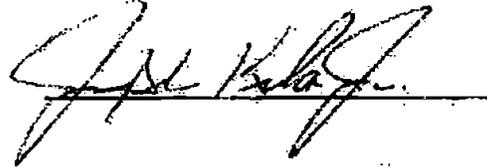


Rick Frederick, Steward



John Setterberg, Steward

FOR THE COMPANY



RECEIVED

AUG 26 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

between

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC
EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES – GREATER
CINCINNATI / NORTHERN KENTUCKY AIRPORT AND
MISCELLANEOUS JURISDICTION, GREATER CINCINNATI, OHIO
LOCAL UNION NO. 100**

**an affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

and

PGW AUTO GLASS, LLC

BRANCH LOCATION NO. 587

**11791 Enterprise Avenue
Cincinnati, Ohio**

06/14/14 – 06/10/17

RECEIVED

OCT 02 2014

**CONTRACT
DEPARTMENT**

PGW Auto Glass, LLC
11791 Enterprise Ave.
Cincinnati, OH 45241

06/14/14-06/10/17

AGREEMENT

THIS AGREEMENT is entered into by the Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter known as the “Union,” and PGW AUTO GLASS, LLC, 11791 Enterprise Avenue, Cincinnati, Ohio, hereinafter known as the “Employer.”

This Agreement is entered into with the intent of providing security in wages and benefits for existing employees and instituting a category of economic benefits which will allow the Employer to become competitive with other operations and thus provide an increasing amount of employment opportunities.

ARTICLE 1. RECOGNITION.

Section 1. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined.

Section 2. The term “employee” as used in this Agreement shall include all those employed by the Employer at its Cincinnati, Ohio branch as pertains to employees described under Article 4 (Wages), Sections 1 and 2; and as certified in NLRB Case No. 9-RC-53 19 on April 29, 1963.

Section 3. Notwithstanding any other agreement of the Employer to the contrary, only employees covered by this Agreement shall engage in driving trucks, loading or unloading trucks of the Cincinnati branch, making deliveries of glass, glazing material, accessories, or other material of the Company, except common carrier and railroad employees.

Section 4. The Employer agrees that it will not sponsor nor promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE 2. UNION SHOP AND DUES.

Section 1. Union Shop. The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 2. All present employees who are members of the Union on the effective date of this subsection shall remain members of the Union in good standing as a condition of employment. All present employees who are not present members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following their employment or on and after the 31st day following the effective date of this subsection, whichever is the later.

\$200.00/week for claims commencing on or after July 1, 2003.

Specific terms and conditions of coverage, including eligibility requirements and continuation provisions, shall apply as described within the Summary Plan Description which will be provided to employees and the Union.

ARTICLE 18. PENSION PROGRAM.

Section 1. The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, a jointly administered employer-union fund, the sums listed below for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more:

Effective 06/01/14 - \$257.24 per week per employee

Effective 06/01/15 - \$267.53 per week per employee

Effective 06/01/16 - \$278.23 per week per employee

(Company agreed to pay 4% PPA increases, effective 6/01/11)

Section 2. The Employer agrees to be bound by the action of the trustees administering the trust agreement created hereunder with respect to pensions, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4. Contributions to the pension fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

ARTICLE 19. DELINQUENCY.

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of contributions to the pension fund created under this Contract, in accordance with the rules and regulations of the trustees of such funds, the employees or their representatives, after the proper official of the Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in health and welfare and/or pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

WORKING AGREEMENT

BETWEEN

**PGW AUTO GLASS, LLC
316 WEST 86TH ST.
BLOOMINGTON, MN 55420**

AND THE

TEAMSTERS LOCAL UNION 120

8/31/11 – 6/01/14

RECEIVED

MAR 09 2012

**CONTRACT
DEPARTMENT**

Dates: 8/31/11- 06/01/14

ARTICLES OF AGREEMENT

THE PGW AUTO GLASS, LLC FACILITIES, LOCATED AT 316 WEST 86TH STREET, BLOOMINGTON, MN 55420-2706 AND 9225 EAST RIVER ROAD, COON RAPIDS, MN 55433 (HEREINAFTER REFERRED TO AS "THE COMPANY") AND TEAMSTERS LOCAL UNION NO. 120, (HEREINAFTER REFERRED TO AS "THE UNION") AGREE TO BE BOUND BY THE FOLLOWING TERMS AND PROVISIONS COVERING WAGES AND WORKING CONDITIONS.

The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 16 – PENSION

- 16.01 Effective June 1, 2011, the Company will contribute to the Central States Southeast and Southwest Area Pension Plan the sum of \$124.80 per week for each regular full-time employee who is on the approved seniority list.
- 16.02 Effective June 1, 2012, the Company will contribute to the Central States Southeast and Southwest Area Pension Plan the sum of \$132.30 per week for each regular full-time employee who is on the approved seniority list.
- 16.03 Effective June 1, 2013, the Company will contribute to the Central States Southeast and Southwest Area Pension Plan the sum of \$137.60 per week for each regular full-time employee who is on the approved seniority list.

4

ARTICLE 17 – WAGES

17.01 The following shall be the minimum rates of pay for classifications of work covered under this Agreement (except as expressly stated within this agreement):

Classifications:	<u>9/5/11</u>	<u>6/1/12</u>	<u>6/1/13</u>
Drivers/Working Leadperson hired Prior to 6/1/03	\$18.41	\$18.41	\$18.86
Dock Workers and Warehouse hired Prior to 6/1/03	\$18.23	\$18.23	\$18.68
Drivers/Working Leadperson hired After to 6/1/03	\$13.19	\$13.19	\$13.64
Dock Workers and Warehouse hired After to 6/1/03	\$13.07	\$13.07	\$13.52

Employees assigned to the Driver or Working Leadperson duties will receive an additional \$.18 per hour.

AGREEMENT

BETWEEN

PGW AUTO GLASS, LLC

AND

**COAL, ICE, BUILDING MATERIALS, SUPPLY DRIVERS,
RIGGERS, HEAVY HAULERS, WAREHOUSEMEN & HELPERS,
LOCAL UNION NO. 716, an affiliate of the International
Brotherhood of Teamsters, AFL-CIO**

MAY 5, 2014 THROUGH April 30, 2016

RECEIVED

MAY 27 2014

**CONTRACT
DEPARTMENT**

PGW AUTO GLASS, LLC AGREEMENT

This Agreement is between PGW Auto Glass, LLC Indianapolis branch located at 1445 Brookville Way, Suite S, Indianapolis, IN 46239, herein referred to as the "Company" and Coal, Ice, Building Materials, Supply Drivers, Riggers, Heavy Haulers, Warehousemen and Helpers, Local Union No. 716, an affiliate of the International Brotherhood of Teamsters, located at 849 S. Meridian Street, Indianapolis, IN 46225, herein referred to as the "Union".

This Agreement, as expressly set forth herein, constitutes the extent of the parties' commitments to one another on all matters relating to wages, hours and working conditions.

The Company hereby recognizes the Union as the sole and exclusive bargaining agent for the classifications set forth under Article XIII for the purpose of collective bargaining in the following counties in the State of Indiana: Boone, Hamilton, Hendricks, Marion, Hancock, Morgan, Johnson and Shelby.

ARTICLE I

HIRING PROCEDURE

It is agreed that neither the Union nor the Company shall engage in or encourage employment practices which discriminate against applicants or employees on the basis of race, color, creed, age, sex or national origin. The aforementioned obligation not to discriminate in employment practices specifically includes, but is not limited to the following: hiring, placement, upgrading, transfer, demotion, recruitment, advertising or solicitation for employment, training during employment, selection for training (includes apprenticeship, if any), layoff or termination and/or rates of pay or other forms of compensation (including benefits and working conditions).

ARTICLE II

GRIEVANCE PROCEDURE

Section 1. When any question arises between an employee and the Company, or between the Company and the Union, concerning the meaning and application of the terms of this Agreement which cannot be satisfactorily settled with the employee's foreman or supervisor, there shall be no work stoppage, lockout or other interference with the production on account of such question, but such question shall be settled in accordance with the following grievance procedure:

employee's final check. Such sums so withheld to be remitted to the Indiana Teamsters Health Benefits Fund.

Section 6. Notwithstanding anything herein contained, it is agreed that in the event the Company is knowingly delinquent at the end of a period in the payment of its contributions to the Indiana Teamsters Health Benefit fund or funds created under this Agreement, in accordance with the rules and regulation of the trustees of such funds and refuses to remit when notified, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Company shall be responsible for losses resulting therefrom.

ARTICLE VII

PENSION

Section 1. Effective May 1, 2014, the Company will continue to contribute the entire default amount required by the Pension Protection Act. The Company will contribute the \$72.50 during the first year of the Agreement for each employee covered by this Agreement who receives compensation including paid vacations, paid holidays, and actual time worked for the duration of this Agreement. If any compensation is earned, a pension contribution will be made.

Section 2. This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas agreements to which the Employers who are party to this Agreement are also parties.

Section 3. By the execution of this Agreement, the Company agrees to enter into appropriate trust agreements necessary for the administration for such fund and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

Section 4. If an employee is injured on the job, the Company shall continue to pay the required contributions during the time the employee would have normally worked had he not been injured. However, such contributions shall not be paid for a period of more than four (4) weeks. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the contributions into the Pension Fund during the period of absence.

Section 5. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only one (1) day or part of one (1) day during any week under the provisions of this Agreement.

Section 6. Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a period in the payment of its contributions to the Pension Fund, in accordance with the rules and regulations of such funds, to Local Union, after proper officials of the Local Union shall have given seventy-two (72) hours notice to the Company of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such action is taken, the Company shall be responsible to the employees for losses resulting therefrom. The Company who is delinquent must also pay all attorney fees and cost of collections.

ARTICLE VIII

WORKING RULES

The following working rules are mutually agreed to and shall be observed by both parties to this Agreement until such time as mutually changed or amended:

- (a) Eight (8) hours shall constitute a workday. Forty (40) hours shall constitute a workweek.

Work done after forty (40) hours in a workweek shall be paid for at the rate of time and one-half (1 ½) the regular hourly rate of pay.

The Company may, at its option, work four (4) ten (10) hour days, Monday through Friday, in lieu of five (5) eight (8) hours days to constitute a workweek. If the Company goes to four (4) ten (10) hour days, work done after ten (10) hours per day and forty (40) hours per week shall be paid for at the rate of time and one-half (1 ½) the regular hourly rate of pay.

- (b) No work shall be performed on Labor Day except in an emergency where life or property is in danger.

- (c) Double time shall be allowed and paid for work on stipulated holidays including New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas, employee's birthday and Sundays.

- (d) The following days shall be paid holidays: New Year's Day, Decoration Day, 4th of July, Thanksgiving Day, Christmas Day and employee's birthday. In addition to the above listed holidays, one-half (1/2) day on Christmas Eve Day and one-half (1/2) day on New Year's Eve Day.

All regular employees shall be paid eight (8) hours pay at their regular straight-time rate on the above designated paid holidays, providing the holiday falls on a regular workday and the employee has worked the scheduled workday before and the scheduled workday after the holiday. If a holiday falls on Sunday and is celebrated on Monday, the provisions of this Section concerning holiday pay will apply on Monday.

AGREEMENT

between

PGW AUTO GLASS, LLC.

35546 Industrial Road

Livonia, MI 48150

and

2015 East Ten Mile Road

Warren, MI 48091

and

TEAMSTERS LOCAL UNION No. 247

An affiliate of the International Brotherhood of Teamsters

Effective March 31, 2014 - April 1, 2017

RECEIVED

APR 15 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of 6th April, 2014, but effective as of April 1, 2011, by and between PGW AUTO GLASS, LLC., located at 35546 Industrial Road, Livonia, Michigan 48150 and 2015 East Ten Mile Road, Warren, Michigan 48091, party of the first part, and hereinafter termed the Employer, and TEAMSTERS LOCAL UNION No. 247, an affiliate of the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan 48216, party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial relations between the parties.

ARTICLE I **Recognition, Union Shop And Dues**

Section 1

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Schedule "A".

The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all accretions to or relocations of bargaining unit operations of the Employer.

Section 2

All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this subsection or the date of this Agreement, whichever is the later.

When the Employer needs additional help it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

ARTICLE XV
Paid-For-Time

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in until the time he/she is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid. Such payment for driver's time when not driving shall be at the hourly rate.

Drivers called to work shall be allowed sufficient time, without pay, to get to the garage or terminal and shall draw full pay from the time ordered to report and register in.

ARTICLE XVI
Health And Welfare And Pension

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF), for each employee covered by this Agreement and who is on the regular seniority list, unless otherwise specified in Schedule "A" attached, a contribution of:

Total Contribution:

Tiered Rates - Plan Key 1, 102:

Effective Date:	<u>3/30/14</u>
Employee Only:	\$197.90
Employee plus Spouse or Children	\$398.45
Employee plus Family	\$484.40

Tiered Rates - Plan New Key 1, 968:

Effective Date:	<u>4/13/14</u>	<u>3/29/15</u>	<u>4/3/16</u>
Employee Only:	\$148.10	\$152.90	\$167.45
Employee plus any Children	\$289.75	\$299.35	\$316.55
Employee plus Spouse	\$346.30	\$357.90	\$376.20
Family	\$431.10	\$445.85	\$465.65

Employee towards the above Total Contributions:

Effective Date:	<u>3/30/14</u>	<u>3/29/15</u>	<u>4/3/16</u>
Weekly Amount:	\$68.17	\$68.17	\$68.17

The Employer will pay the identified rates for each employee (employee only, employee plus any children, employee plus spouse, family), but the weekly average will not exceed the above rates. Any increase in the weekly average will require the employee deductions to be re-calculated and adjusted accordingly.

In the event of change of status (employee/employee plus spouse/employee plus family), the employee contributions will be realigned to absorb the cost increase or a cost decrease.

In the event the Employer makes an acquisition that adds a significant number of employees, the parties agree to discuss the appropriate health care costs and contribution levels.

Any increases greater than the agreed to rate within this Agreement will be borne by the eligible employees through pay reductions or premiums.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the MCTWF for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions to the MCTWF until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

All payments into the MCTWF must be made within fifteen (15) days from the end of each calendar month to the J. P. Morgan Chase Bank N.A., which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Additionally, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A", attached, a contribution of:

Effective Date:	<u>4/1/14</u>	<u>4/1/15</u>	<u>4/1/16</u>
Weekly Amount:	\$208.80	\$217.20	\$225.90

Employees agree to increase their contribution as of ratification to nineteen dollars twenty-five cents (\$19.25) in year one (1) of this Agreement and in years two (2) and three (3) the employee's agree to contribute twenty-two dollars and eighty-eight cents (\$22.88) weekly to the "Primary Schedule" through the term of this Agreement.

The above pension contributions include the employee portion as specified in Schedule "A" Wages.

All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to Central States Pension Fund, P. O. Box 71147, Chicago, Illinois 60694.

Contributions to the MCTWF and to the pension fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Agreement, and although contributions may be made for those weeks into some other health and welfare and/or pension fund.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the pension fund for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of its contribution to the MCTWF and/or pension fund, in accordance with the rules and regulations of the trustees of such Funds and after the proper official of the Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the MCTWF and pension fund payments the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is further agreed that in the event the Union is required to retain an attorney to start suit for the collection of delinquent health and welfare and/or pension payments, the Employer will pay the attorneys fees in full and all other cost of collection.

It is agreed that the welfare fund and the pension fund will be separately administered each jointly by employers and Union in compliance with all applicable laws and regulations, both state and federal.

By the execution of this Agreement, the Employer authorizes the Employer Associations who are signatories to similar collective bargaining agreements signed with Teamster Unions to enter into appropriate trust agreements necessary for the administration of such funds and to designate the employer trustees under such trust agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

ARTICLE XVII **Pay Period**

All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held from a regular employee. The Union and Employer may, by mutual agreement, provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of individual employees or Union representatives.

AGREE ~~IT~~

effective

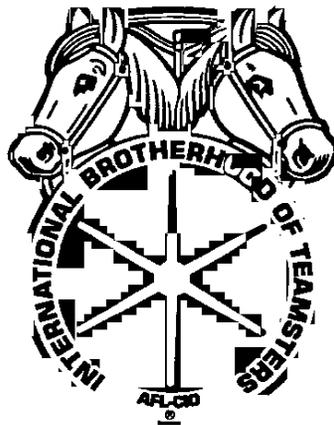
December 31, 2012 through January 30, 2016

between

PROS SERVICES, INC.

and

TEAMSTERS LOCAL 337



RECEIVED

MAR 11 2013

CONTRACT
DEPARTMENT

The International Brotherhood of Teamsters

AGREEMENT

PROS SERVICES, INC.

Box 610548
Port Huron MI 48061

25175 Thomas Drive
Warren MI 48091

THIS AGREEMENT, made and entered into this _____ day of December, 2012 by and between PROS SERVICES, INC., located at Port Huron, Michigan Warren Michigan and any other locations that would fall under Teamsters Local 337 contract, party of the first part (the Employer) and TEAMSTERS LOCAL 337, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 2801 Trumbull, Detroit MI 48216, party of the second part, (the Union).

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessation of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE I RECOGNITION AND UNION SHOP

Section 1. The Employer recognizes and acknowledges that the union is the exclusive representative in Collective bargaining with the Employer of those classifications of employees covered by this Agreement.

ARTICLE XI
PENSION CLAUSE

Section 1.

A. The Employer agrees to pay into the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement after the employee has been on the Employer's payroll for sixty (60) working days, regardless of probationary or seniority status.

B. \$ 98.10 per week, Contribution Effective as of 01/24/13
\$102.00 per week, Contribution Effective as of 01/24/14
\$110.30 per week, Contribution Effective as of 01/24/15

C. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked. The Employer agrees to bear the responsibility for remitting such payments to the Central States Pension Fund.

Section 2.

A. Effective January 30, 2007 an employee who is hired will be responsible for 50% of their pension contribution until they reach their six (6) month anniversary. The Employer agrees to remit such payments to the Central States Pension Fund.

B. Effective January 30, 2007 an employee with 6 months seniority will be responsible for 25% of their pension contribution until they have reached one (1) year seniority. The Employer agrees to remit such payments to the Central States Pension Fund.

C. If an employee is granted a leave of absence or there is a on the job injury or off the job injury, the Employer will collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund and Michigan Conference during the period of absence.

D. All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to:

Mellon Bank, Central States Funds, Dept. 10291, Palatine IL 60055-0291

Section 3.

A. Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provision of this Agreement, and although contribution may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement will not be covered by the provisions of this paragraph.

B. **Part Time Employees Letter of Understanding**
For the purposes of this agreement, part-time employees will be defined as those employees who are scheduled on a less than thirty two (32) hour full time workweek on a regular and continuing basis:

TERMS AND CONDITIONS OF EMPLOYMENT WILL APPLY AS SPECIFIED ELSEWHERE IN THIS AGREEMENT EXCEPT AS NOTED IN THIS SECTION B OF ARTICLE XI, PENSION CLAUSE, as follows:

a. Holiday pay will be equivalent to those hours normally scheduled for the part time employee. Should the employee not be scheduled to work on a workday which is the designated holiday, he will receive holiday pay equivalent to the daily average of hours scheduled in a regular workweek and must have worked the last scheduled working day prior to and the next scheduled working day after such holiday within the employer's scheduled work week to be entitled to holiday pay.

b. Vacation pay will be paid upon the same vesting schedule a regular full time employee and the amount of vacation time will be based on a pro-rated basis of pay for every 416 days worked per scheduling year.

- c. Pay for funeral leave and/or jury duty will be equivalent to the hours which the part time employee was scheduled to work.
- d. Sick pay (Article 27, Section 1) will be equivalent to the number of hours the employee was regularly scheduled to work, but for the absence due to illness or injury, not to exceed terms of the contract.
- e. Part time employees will maintain seniority separate from that for full time regular employees. Such seniority will be based upon their date of hire. Full time seniority will be based on the date in which a person becomes a full time employee. Part time employees are eligible to bid into full time regular positions provided they are qualified and able to efficiently perform the available work as determined by the company, and have held such part time position for at least one year. Such one year period may be waived at the discretion of management. Current full time employees will have seniority preference rights over any part time employees concerning full time regular positions which may become available.
- f. Benefit eligibility for any PROS Service Inc. benefits for which the part time employee is eligible under this agreement will be based on the company wide eligibility criteria.
- g. Overtime pay for part time regular employees will be at the rate of time and one half (1-1/2x) after eight (8) hours worked in one (1) day or forty (40) hours worked in a work week.
- h. Those employees hired on a part time basis may be employed from time to time in those classification where such has been the practice. Before employing part time employees in other locations, the employer will discuss the need with the union, and such must be agreed to by the union. Part time employees will not receive fringe benefits (unless one works over 1000 hours in a 12 month period, then contributions will be due as if they are a regular employee) or accrue seniority and will be limited to 25% of the full time seniority board.

Section 4.

A. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence the Employer will continue to make the required contributions to the Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contribution until such employee returns to work; however, such contribution will not be paid for a period of more than six (6) months.

B. If an employee is granted a leave of absence or there is a on the job injury or off the job injury, the Employer will collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund and Michigan Conference during the period of absence.

It is agreed that, in the event any Employer delinquent at the end of a monthly period in the payment of his contribution to the Pension Fund in accordance with the rules and regulations of the Trustees of such Fund and after the proper official of the Local Union will have given seventy-two (72) hours notice to the Employer of such delinquency in the Pension Fund payments, the Union will have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses resulting. It is agreed that the Pension Fund will be separately administered each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to similar collective bargaining agreements signed with Teamster Union's, to enter into appropriate trust agreements necessary for the administration of such Funds, and to designate the Employer Trustees under such Trust Agreements, waiving all notice of such and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

AGREEMENT
BETWEEN
PRIMESOURCE BUILDING PRODUCTS, INC.
AND
COAL, ICE, BUILDING MATERIALS, SUPPLY DRIVERS, RIGGERS,
HEAVY HAULERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION
NO. 716, an affiliate of the International Brotherhood of Teamsters

NOVEMBER 15, 2012 THROUGH NOVEMBER 15, 2015

RECEIVED

JAN 24 2013

**CONTRACT
DEPARTMENT**

PRIMESOURCE BUILDING PRODUCTS, INC. AGREEMENT

This Agreement is by and between PrimeSource Building Products, Inc. located at 4316 West Minnesota Street, Indianapolis, Indiana 46241, hereinafter referred to as the "Employer" and Coal, Ice, Building Materials, Supply Drivers, Riggers, Heavy Haulers, Warehousemen and Helpers, Local Union No. 716, an affiliate of the International Brotherhood of Teamsters, located at 849 S. Meridian Street, Indianapolis, IN 46225, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

Section 1. During the life of this Agreement, the Union shall be the sole collective bargaining agency for all employees retained by the Employer, including temporary and part-time employees, except office and clerical employees, guards, salesmen, professional and supervisory employees as defined in the National Labor Relations Act, as amended.

Section 2. When the Employer hires additional employees to be employed in the classifications listed in Exhibit "A," it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 4. The term "employee," as used in this Agreement, shall include PrimeSource employees assigned to the classifications listed in Exhibit "A."

ARTICLE II

MANAGEMENT RIGHTS

It is recognized that, unless specifically restricted in this contract, the management of the operation, the direction of the working force including, but not limited to, the right to hire, suspend, promote or demote, discharge or transfer from job to job, and the right to lay off employees for lack of work or materials, the methods, processes, materials, and systems of operating the company, and the right to schedule production, shall be vested exclusively with the Employer and shall be considered exclusive functions of the management of the company.

The Employer shall have the right to make rules and regulations as it deems necessary, including a drug and alcohol policy.

specified above shall be deemed settled on the basis of the Employer's decision in the preceding step of the grievance procedure; provided, however, that said time limits may be extended by mutual agreement.

Section 4. Any employee in the bargaining unit discharged or disciplined who is returned to work after following the grievance and arbitration procedure outlined above, such employee shall be reinstated in accordance with the terms of settlement as specified by the arbitrator.

ARTICLE XIII

HEALTH AND WELFARE – PENSION

Section 1. The Company will provide the medical plans available to other PrimeSource employees. Beginning January 1, 2013, employees will be charged the following:

Contribution rates for the Blue Edge plan are \$30/\$60/\$90 per month (employee only/employee plus one/family)

Contribution rates for the PS1000 plan are \$40/\$70/\$100 per month (employee only/employee plus one/family)

The Company agrees to offer a medical plan waiver benefit of \$200.00 per month for any employee who chooses not to participate in the medical plan. The employee must present evidence of coverage from another source and sign the waiver. Should a family life event occur, the employee could then rejoin the plan upon such evidence

Dental

Dental coverage is available at a contribution rate of \$10/\$25/\$37 per month (employee/employee plus one/family)

Vision

Vision coverage is available at a contribution rate of \$7.08/\$13.44/\$19.72 (employee/employee plus one/family)

Replacement Plans

If replacement plans are implemented by the Employer, the current contribution rate will remain in effect for the replacement plans for the term of the Agreement.

Voluntary Benefits

The Employer will make available for purchase at group rates the opportunity for additional Life Insurance, Long Term Disability and extended Short Term Disability benefits.

Section 2. Pension contributions will be made to the Central States, Southeast and Southwest Areas Pension Plan for all employees who have been on the Company's payroll for thirty (30) days or more; regardless of whether they have met their probationary period.

Effective 4/25/13, contribution will be \$95.20 per week for each eligible employee.

Effective 4/25/14, contribution will be \$100.90 per week for each eligible employee.

Effective 4/25/15, contribution will be \$107.00 per week for each eligible employee.

Should the estimated withdrawal liability of the Plan for PrimeSource be \$200,000 or less during the term of this contract, the Company and the Union agree to reopen the negotiations for the purpose of discussing economics and the pension participation.

Other than as specifically stated above, the Employer will not increase the contribution to the Pension Plan during the term of this Agreement. It is agreed that should the Union or the Plan require an increased contribution during the term of this Agreement, or if any additional contribution or payment, surcharge, or supplemental payment is required by the Central States, Southeast and Southwest Areas Pension Plan, or any Trustee of the Union, or the Pension Plan, or any government agency, including any supplement or contribution necessary to comply with the Rehabilitation Plan; such payment, supplemental payment, surcharge, or contribution will be made by the Employer and will reduce the Employee's hourly wages, which would otherwise be due, by a like amount. Employee's hourly wages will not be reduced below the minimum wage required by law.

It is agreed if any part of this Article is not approved and credited by the International Union, the Trustees or representatives of any Plan, or any government agency, the entire Agreement must be renegotiated. In such case, the parties will have thirty (30) days to negotiate an acceptable Collective Bargaining Agreement. If such negotiations do not result in a new Agreement, this Agreement will be terminated.

ARTICLE XIV

SAVINGS CLAUSE

Section 1. If any Article or Section of this Agreement or any Riders hereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the

AGREEMENT

BETWEEN

PACE CONSTRUCTION COMPANY

AND

**TEAMSTERS LOCAL 682
ST. LOUIS, MO**

May 1, 2013

TO

APRIL 30, 2016

RECEIVED

MAY 14 2014

**CONTRACT
DEPARTMENT**

ARTICLE I
Preamble

1.1. This Agreement is entered into this 1st day of May, 2013, between the Pace Construction (Pace), hereinafter referred to as "Employer" and Local Union 682 chartered by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, affiliated with Joint Council of Teamsters No. 13, St. Louis, Missouri, hereinafter called the "Union."

ARTICLE II
Purpose

2.1. The purpose of this Agreement is to establish the hours, wages, and other conditions of employment, and to adopt measures for the settlement of differences, and to maintain a cooperative relationship so as to prevent interruptions by boycotts, strikes, or lockouts.

2.2. It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the parties to this Agreement during the term of this Agreement.

2.3. The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employers as herein defined.

ARTICLE III
Definition and Scope

3.1. This Agreement shall cover all work, as defined in this Agreement, in the jurisdiction of Local 682.

3.2. The word "work" when used in this Agreement means all private and public construction, federal and non-federal, with the exception of building construction, for the reason that building construction is separate and distinct from all classes of work covered by this Agreement, in respect to the terms and conditions of employment and the nature of the work as well as the class and skill of the workmen required. Building construction is hereby defined to include building structures, including modifications thereof or additions or repairs thereto, intended for use for shelter, protection, comfort, or convenience except as follows:

- (A) There are structures which may be building or heavy construction at the election of the Employer. The Employer shall notify the Union whether this Agreement will apply on the project prior to the start of work on the project. Some examples of these structures are: water or sewage treatment facilities, raw water intake or outfall structures, pumping stations (sewage and storm).
- (B) The preparation, grading, and improvement of the property or site and the excavation for the foundations shall be covered by this Agreement.

equipment on a contract basis.

**ARTICLE VIII
Rates of Wages**

8.1. Hourly rates of wages for each classification of labor are set forth by the applicable state or federal Prevailing Wage determinations for a given Project. Such rate for the Project shall prevail for the duration of the Project.

8.2. Wages, in cash or collectible check, shall be paid to workmen weekly at the end of the shift not later than five (5) workdays after the pay period, unless approval of payrolls by governmental agencies prevents such payment at that time. Check stubs shall show total wages and itemized deductions. Failure on the part of the Employer to tender a check shall entitle the employee to one (1) day's pay for every twenty-four (24) hours from the date of the required pay day provided the delay is occasioned by willful negligence of the Employer or his agents.

8.3. If a workman quits of his own accord, he shall wait for his pay until the next regular pay day.

An employee who is discharged or laid off shall be paid in full in accordance with the provisions of Section 8.2.

**ARTICLE IX
Stewards**

9.1. The Union may appoint a workman to act as steward on each job. The Union will notify the Employer's superintendent of the appointment. The steward shall be subject to the same terms of employment as any other employee on the job and shall not be discriminated against by reason of the fact he is serving as steward.

9.2. The steward shall be a working employee who shall, in addition to his regular work, be permitted to perform during working hours such of his duties as steward including the adjustment of grievances as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible. The steward shall not stop the Employer's work for any reason, and shall not leave the project during normal working hours for any reason unless authorized to do so by the Employer.

9.3. The Employer agrees in the event of reduction of the work force that the employee appointed as steward remain on the job as long as there is work of his craft which he is capable of performing.

**ARTICLE X
Fringe Benefits**

10.1 Any fringe benefit contribution hereunder shall be deducted from the total of the Prevailing Wage for the job applicable and the difference paid to the workman as wages. (See also Section 7.2)

10.2 The Employer agrees to contribute \$5.83 per hour to Local Union No 682 Health and Welfare Trust Fund for each employee covered by this Agreement for all hours worked for the period 5/1/14 to 5/1/15.

The rate shall be increased every May 1 during the term of this Agreement as required by the Trustees.

(a) The employer shall contribute into the Health and Welfare Fund for all new employees beginning on their first day of employment.

(b) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) weeks, based on forty (40) hours per week for this period only.

(c) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work however, such contributions shall not be paid for a period of more than six (6) months, based on forty (40) hours per week for this period only.

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of thirty nine dollars and ninety cents (\$39.90) per day either worked or compensated to a maximum of one hundred ninety nine dollars and fifty cents (\$199.50) per week for each employee covered by this Agreement; the sum of forty two dollars and thirty cents (\$42.30) per day either worked or compensated to a maximum of two hundred thirty six dollars and fifty cents (\$236.50) per week for each employee covered by this Agreement, effective 5/1/14; the sum of forty four dollars and eighty cents (\$44.80) per day either worked or compensated to a maximum of two hundred twenty four dollars (\$224.00) per week for each employee covered by this Agreement, effective 5/1/15.

For an Employer to be liable for such contributions, the following conditions must be met:

(a) The Employer shall contribute into the Pension Plan for all new employees beginning on their first day of employment.

(b) If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) weeks.

(c) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months.

If an employee is granted leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

In the event that during the term of this Agreement the Central States, Southeast and Southwest Areas Pension Fund shall lose its status as a qualified Pension Plan under the Internal Revenue Code, or in the event the contributions hereby require thereto otherwise become nondeductible by the Employer for its income tax determination, then at the Employer's discretion, Employer's obligation for further contributions to said Trust and Plan shall cease and Employer in lieu thereof shall pay the equivalent of such contributions directly to the employee as wages during the remaining term of this Agreement, unless, and until; said Trust and Plan again becomes a qualified Plan under the Internal Revenue Code, or another qualified Pension Plan under the Internal Revenue Code contributions to which are income tax deductible has been negotiated and made operative between the parties to this Agreement, in either which event the Employer's obligation to pay said contribution equivalent in wages shall cease, and in lieu thereof the required contributions for pensions as provided herein shall again become effective; provided, however, that a preliminary notice of disqualification of the Trust and Plan for tax purposes shall not terminate Employer's obligation to make contributions to said Trust until after the Trustees shall have had an opportunity and a reasonable time, not to exceed ninety (90) days, in which to remove the disqualification and obtain either a

temporary or a pen11anent reinstatement of the Trust's qualified status. The parties hereto agree that during the interim period between notice of disqualification and reinstatement of the qualified status or the failure of the Trustees within said ninety (90) days to obtain such reinstatement, the Employer shall continue making its contributions required hereunder into an escrow account to be maintained by Firststar Bank, said escrowed funds, less any escrow costs of administering the escrow account, to be released and paid over to the Trust upon removal of the disqualification, or if not removed within said ninety (90) days period then to the employees, for whose account contributed, as wages.

ARTICLE XI Management Rights

11.1. The Employer shall manage and direct the working forces. By way of illustration, management, except as otherwise limited by this Agreement, includes, but it not limited to, the right to plan, direct, and control company operations; to introduce new work methods or equipment or facilities; to hire; to assign employees to work, transfer employees from one job to another within the bargaining unit, from one run to another, or from one vehicle to another; to promote, demote, discipline, suspend or discharge employees for proper cause; to relieve employees from duty because of lack of work or any other legitimate reasons, to introduce new or improved work methods or facilities or to change existing work methods or facilities.

11.2. The parties hereto agree that the right to hire and to discharge for cause and to maintain order and efficiently is the sole responsibility of the Employer. Employees shall comply with all rules promulgated by the Employer for the efficient and orderly operation of the plant, provided such rules are reasonable and do not conflict with this Agreement. Claims for unjust discipline or discharge shall be subject to the grievance and arbitration herein provided.

11.3. To the extent that any function of managerial authority is expressly limited by this Agreement, a dispute concerning the Company's exercise of that function shall be subject to the grievance and arbitration procedure of this Agreement unless otherwise provided for, but any managerial function not expressly limited by the terms of this Agreement is reserved to and vested exclusively in the Company and shall not be subject to the grievance and arbitration procedure of this Agreement.

Any Company's failure to exercise rights reserved to it shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising it in the same or in some other way not in conflict with the express provisions of this Agreement.

OUTSTATE LUMBER AGREEMENT

PACIFIC LUMBER COMPANY

2011-2015

RECEIVED

FEB 17 2012

**CONTRACT
DEPARTMENT**

AGREEMENT
OUT STATE LUMBER

THIS AGREEMENT made and entered into this First day of September, 2011, by and between the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union 682, St. Louis, Missouri, hereinafter designated as the Union and Pacific Lumber Company herewith designated as the Employer.

This Agreement is to be in full force and effect from the date of September 1, 2007 and thereafter will continue in full force and effect until and including August 31, 2011.

ARTICLE 1. - RECOGNITION

Section 1. The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined and set forth in the following Article.

Section 2. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 3. The Employer agrees that it will not sponsor or promote financially or otherwise, any group or labor organization for the purpose of undermining the Union, nor will it interfere with, restrain, coerce or discriminate against any of its employees because of their membership in the Union. The Employer also agrees that it will not bargain collectively with any labor organization or group other than the Union for any of the employees who are members of the bargaining unit herein described and covered.

Section 4. It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; and that effective from and after the thirty-first (31st) day following the execution date of this Agreement, the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons remaining members in good standing, and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union, to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any

ARTICLE 21. - UNION LABELED PRODUCTS

The Union will supply the Employer with a stamp, and permit stamping of the Employer's products as being Union handled and delivered. In consideration of the above, the Employer promises to give preference to the purchase of Union products and Union delivery service by Employers under the Union contract.

ARTICLE 22. - HEALTH AND WELFARE TRUST FUND

Effective September 1, 2011, the Employer agrees to contribute the sum of \$188.77 per week to Local Union No. 682 Health and Welfare Trust Fund for each employee (covered by this Agreement) for any payroll week during which such employee receives payment from the Employer for either wages, holiday pay, or vacation pay. Contributions to Local Union No. 682 Health and Welfare Trust Fund for each employee covered by this Agreement to be effective September 1, 2012, September 1, 2013, and September 1, 2014 shall be in accordance with the allocations set forth in Appendix A; but in no event will it exceed the total economic package for each of said years as set forth in Appendix A.

If such employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of four (4) weeks. If such employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Notwithstanding anything herein contained it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund created under this contract, in accordance with the rules and regulations of the trustees of such Fund, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Notwithstanding anything to the contrary in the Article or the Agreement, the Employer's obligation to make contributions to the Local Union No. 682 Health and Welfare Trust Fund ("H&W Fund") does not begin until the employee has successfully completed his/her probationary period as Article 9, Section 2 of this Agreement. The intent of this provision is that the Employer does not owe the H&W Fund any contributions for the hours that an Employee may have worked during the Employee's probationary period.

ARTICLE 23. - PENSION

Effective September 1, 2011, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$182.20 per week for each employee

covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2012, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$193.10 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2013, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$200.80 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2014, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$208.80 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from the employer for either wages, holiday pay or vacation pay.

There shall be no other pension fund under this contract for operations under this contract.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Notwithstanding anything herein contained it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contributions to the Pension Fund created under this contract, in accordance with the rules and regulations of the trustees of such Fund, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Notwithstanding anything to the contrary in the Article or the Agreement, the Employer's obligation to make contributions to the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") does not begin until the employee has successfully completed his/her probationary period as Article 9, Section 2 of this Agreement. The intent of this provision is that the Employer does not owe the Pension Fund any contributions for the hours that an Employee may have worked during the Employee's probationary period.

**Addendum to the Highway, Heavy, Railroad and
Underground Utility Contracting Agreement between
Teamsters Joint Council No. 69, April 1, 2014 to March 31, 2017
As it pertains to Paddock Brothers, Inc., Inc. and Teamsters Local Union No. 135**

This addendum is entered into this 1 day of April, 2014 by and between Paddock Brothers, Inc. and Teamsters Local Union No. 135. This Addendum is incorporated into and made a part of the Highway, Heavy, Railroad and Underground Utility Contracting Agreement between Highway, Heavy, & Utility Division - ICA, Inc. and Teamsters Joint Council No. 69, April 1, 2014 to March 31, 2017, as it pertains to Paddock Brother, Inc. and Teamsters Local Union No. 135.

- 1. Pension contributions are to be paid by the day, with the rate being specified in the participation agreement. "Day" shall mean Monday through Sunday with a total of 7 days in a period. Contributions shall be remitted to the Central States Southeast and Southwest Areas Pension Fund. All other provisions regarding pension shall remain the same as in the original Heavy, Highway Agreement.

Teamsters Local Union No. 135

By: Jim Wilkinson
Jim Wilkinson

Printed Name and Title

Date: _____

Agent: _____

Paddock Brothers, Inc.

By: Jon Paddock
Jon Paddock, Agent

Printed Name and Title

Date: 4-1-14

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CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT made and entered into this 4th day of May 2014, by and between PALMER MOVING & STORAGE located at 24660 DeQuindre, Warren, MI 48091, hereinafter termed the "Employer", and the Local Union No. 243, affiliated with the International Brotherhood of Teamsters, located at 39420 Schoolcraft, Plymouth Township, Michigan, 48170, hereinafter called the "Union".

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I

RECOGNITION, UNION AND SHOP DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement; and all new operations, within the boundaries of Wayne, Macomb, Oakland, Washtenaw and Livingston Counties, which are lawful accretions to the Employer's existing bargaining unit operation and all relocations, within the boundaries of Wayne, Macomb, Oakland, Washtenaw, and Livingston Counties of the Employer's existing bargaining unit operation.

Employees in existing bargaining unit operations of the Employer in the order of their seniority, shall have preferential transfer rights to openings in new operations within the boundaries of Wayne, Macomb, Oakland, Washtenaw, and Livingston Counties, without loss of pay or seniority.

Section 2. The Employer agrees that as a condition of continued employment, all present and future regular employees and casual employees covered by this Agreement shall become and remain members in good standing in Local Union No. 243 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, no later than either the thirty-first (31st) day following the beginning of their employment or the thirty-first (31st) day following the effective date of this clause, whichever is the later.

When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

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ARTICLE IX

HEALTH AND WELFARE AND PENSION

Section 1. (a) Health & Welfare Benefits: The Employer agrees to pay Health and Welfare contributions to Blue Cross/Blue Shield for Community Blue PPO Plan #1 for employees, who elect this coverage. The plan will include a prescription drug co-pay of ten dollars (\$10.00) for generic drugs and twenty dollars (\$20.00) for non-generic drugs. Plan #1 will have a thirty dollar (\$30.00) co-pay for office visits.

Effective July 1, 2014 Community Blue PPO Plan #1 will change as follows:

- Deductible will increase to \$250.00 Single and \$500.00 Family
- Co-Insurance will increase to \$250.00 Single and \$500.00 Family
- Emergency room charge will increase to \$150.00
- Employees will be eligible to enroll into the Employer's Flexible Spending Account Program.

Effective January 1, 2018 Community Blue PPO Plan #1 Co-Insurance will increase to \$500.00 Single and \$750.00 Family.

The Employer also agrees to pay Health and Welfare contributions to Blue Cross/Blue Shield for community Blue PPO Plan #10 for employees, who elect this coverage. The plan will include a prescription drug co-pay of ten dollars (\$10.00) for generic drugs and forty dollars (\$40.00) for non-generic drugs. Plan #10 will have a thirty dollars (\$30.00) co-pay for office visits.

Effective July 1, 2014 Community Blue PPO Plan #10 will change as follows:

- Emergency room charge will increase to \$150.00
- Employees will be eligible to enroll into the Employer's Flexible Spending Account Program.

Effective January 1, 2018 Community Blue PPO Plan #10 Co-Insurance will increase to \$750.00 Single and \$1250.00 Family.

The following health habit and reproductive drugs are no longer covered under the prescription drug plan: Impotence drugs, Infertility drugs, Weight loss drugs and Smoking cessation products on behalf of each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

An eligible employee must work any six (6) calendar days in the month to have coverage for the following month. The six (6) calendar day's eligibility for probationary employee shall be based on the calendar month prior to becoming a regular seniority employee. Under Blue Cross/Blue Shield's Medical Plan pre-existing conditions will not apply for an employee who

fails to continue their medical coverage for six (6) months or less. If more than six (6) months passes without medical coverage then pre-existing conditions will apply when medical coverage is reinstated.

The Employer agrees not to change insurance carriers or reduce benefits for the term of this Agreement.

Health care coverage for discharged employees will be terminated effective the date the employee receives written notification of their discharge.

Opt Out: Employees may opt out of the Employer's medical plan upon providing proof they have medical coverage under a family member or guardian's medical plan. An employee who chooses to opt out, will receive an opt out bonus. Employees shall receive an opt out bonus of one hundred dollars (\$100.00) for each month they are out of the Employer's Plan. The opt out bonus will be paid to the employee on the last pay period of each month. The opt out bonus will be treated as taxable income if required by law.

An employee who has opted out of the medical benefit coverage and later involuntarily loses their medical coverage will be given the opportunity to enroll into the Palmer Medical Plan. An employee must notify Palmer's management within thirty (30) calendar days of their involuntary loss of medical coverage in order to enroll in the Palmer Plan.

An employee who fails to notify the company within the thirty (30) calendar day period will have to wait until the annual enrollment period to join the plan. Any employee who has opted out shall not have any pre-existing medical conditions denied, unless not covered under the Employer Plan.

An employee who has opted out of the Employer's Medical Plan, will be entitled to life insurance with Accidental Death and Dismemberment and Short Term Disability at no cost, provided by the Employer.

(b) The Employer agrees to provide twenty-five thousand dollars (\$25,000.00) life insurance with Accidental Death and Dismemberment for all regular seniority employees.

(c) The Employer agrees to provide Short Term disability for all regular seniority employees as follows:

Two hundred seventy five dollars (\$275.00) per week for a maximum of twenty six (26) weeks.

1st day accident

8th day illness

An employee shall have Health & Welfare Benefits contributions made on their behalf by the Employer for the period they are collecting Short Term disability.

(d) Employees shall be obligated to pay the following co-pays for each week for insurance coverage based on their hourly rate and the Plan they are in as follows: Community Blue #1-3 ¼ hours or Community Blue #10-2 ¾ hours. Effective January 1, 2017 the cost of the Community Blue PPO Plan #1 will increase to four (4) hours.

An employee who works six (6) days in a month will be obligated for all weekly contributions for the month.

(e) The Employer agrees to provide vision coverage for all regular seniority employees as follows:

Blue Vision 24/24/24-Vision Service Plan (VSP) as presented in the 2010 Negotiations.

(f) The Employer agrees to provide Dental Coverage for all regular seniority employees as follows:

Custom Series K-1000 Dental-Plan 356 as presented in the 2010 negotiations. (Increase from one thousand dollars (\$1,000.00) to one thousand five hundred dollars (\$1,500.00) annually).

Section 2(a) Pension Benefits: Effective May 4, 2014, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$138.10 per week for the top thirty-four (34) employees as established on the regular seniority list as of May 31, 2002 covered by this Collective Bargaining Agreement for the term of the agreement.

Effective May 31, 2015, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$138.10 per week for the top thirty-four (34) employees as established on the regular seniority list as of May 31, 2002 covered by this Collective Bargaining Agreement for the term of the agreement.

Effective May 29, 2016, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$138.10 per week for the top thirty-four (34) employees as established on the regular seniority list as of May 31, 2002 covered by this Collective Bargaining Agreement for the term of the agreement.

Effective June 4, 2017, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$138.10 per week for the top thirty-four (34) employees as established on the regular seniority list as of May 31, 2002 covered by this Collective Bargaining Agreement for the term of the agreement.

Section 2(b) Effective June 1, 2014, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$43.90 per week for all qualifying employees not covered in Section 2(a) above.

Effective February 1, 2015, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$52.70 per week for all qualifying employees not covered in Section 2(a) above.

Effective May 31, 2015, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$54.80 per week for all qualifying employees not covered in Section 2(a) above.

Effective May 29, 2016, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$62.40 per week for all qualifying employees not covered in Section 2(a) above.

Effective June 4, 2017, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$64.90 per week for all qualifying employees not covered in Section 2(a) above.

Section 3(A). Contributions for Health and Welfare Insurance must be made for each week on each regular employee, even though such regular employees may work only part-time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Agreement, and although contributions may be made for those weeks into some other Health and Welfare Fund, employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

(B). Contributions to the Pension Fund must be made for each week into the appropriate contribution class as defined in Section 2 above for those regular employees even though such regular employees may work only part-time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Agreement, and although contributions may be made for those weeks into some other Pension Fund, employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section. Pension contributions into the Central States Pension Fund shall begin on the employees thirty-first (31st) calendar day of being placed on the regular seniority list.

(C). The Employer and Union agree that in the event a casual employee works 1,000 hours or more in a twelve (12) month period beginning on or after June 5, 2006 they will be considered a regular employee for the purpose of participation in the Central States Pension Fund and all hours worked by them thereafter, will require contributions to the Central States Pension Fund in the manner and amount as required by this contract for regular employees.

Section 4. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Pension Fund for a period of four (4) weeks and the required contributions to the Health & Welfare Fund for a period of six (6) months. If an employee is injured on the job, the Employer shall continue to pay the required contributions to the Health and Welfare Fund and Pension Fund, until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Section 5. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the Health and Welfare and Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

Section 6. It is agreed that the Pension Fund will be separately administered each jointly by the Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to similar collective bargaining agreements signed with Teamster Unions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

ARTICLE X

DEATH IN FAMILY

In the event of a death in the family, (father, mother, wife, husband, brother, sister, son, daughter, step-parents, step-children, mother-in-law or father-in-law), a regular employee shall be guaranteed a maximum of three (3) day off with pay, provided the employee would have worked and attends the funeral.

In the event of a death of a grandparent (employee or spouse) a regular employee shall be guaranteed a maximum of one (1) day off with pay, provided the employee would have worked and attends the funeral.

ARTICLE XXXVII

PAY PERIOD

All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) calendar days shall be held from a regular employee.

The Union and the Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of their earnings and all deductions made for any purpose, upon request of individual employees or Union representatives.

Payroll shortages of fifty dollars (\$50.00) or more will be processed the next business day after filing the payroll inquiry form to the Employer by the Employee. Any shortages less than fifty dollars (\$50.00) will be processed on the next week's paycheck.

ARTICLE XXXVIII

TERM OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from May 5, 2014 through May 6, 2018 and shall continue from year to year thereafter, unless written notice of desire to cancel or to terminate the Agreement is served by either party upon the other at least sixty (60) calendar days prior to date of termination.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) calendar days prior to May 6, 2018 or May 6th of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. In the inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) calendar day following such notice.

Section 4. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least sixty (60) calendar days before the expiration or amendment date of the Agreement.

PAN-O-GOLD BAKING CO.
FARGO PLANT

AND

TEAMSTERS LOCAL 120

COLLECTIVE BARGAINING AGREEMENT

JUNE 5, 2010 TO AND INCLUDING JUNE 5, 2015

RECEIVED

MAR 11 2013

AGREEMENT

PLANT WORKING AGREEMENT

The Pan-O-Gold Baking Co., Fargo, North Dakota, hereinafter referred to as the Employer, and Teamsters Local 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the following provisions covering wages and working conditions.

ARTICLE 1 UNION RECOGNITION

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. New or re-engaged employees who have not become members of the Union within thirty (30) days of hiring or re-employment, or employees who have not become members of the Union upon the effective date of this agreement must, as a condition of employment or continued employment, pay or tender to the Union sums equal to those paid by Union members, for services rendered.

It is further understood and agreed that if applicable State and Federal laws, which prohibit the signing of Closed or Union Shop contracts, shall be declared unconstitutional by the Supreme Court of the United States, or revised by Congress, during the term this Agreement is in force and effect, the above provision shall be superseded by a provision requiring membership in the Union after thirty (30) days of employment.

ARTICLE 2 UNION MEMBERSHIP

The Employer agrees to recommend to all employees that they become members of the Local Union and maintain such membership during the life of this Agreement, to refer new employees to the Local Union representative, and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this contract.

Nothing contained in this section shall be construed so as to require the Employer to violate any applicable law.

ARTICLE 3 CHECK-OFF/DRIVE

Section 1. Dues Check-Off.

Upon receipt of a written check-off authorization from an employee, the Company shall deduct from the employees salary, initiation fees, monthly dues and uniform levied assessments payable by the employee to the Union. The Company shall make deductions monthly and transmit the aggregate sum collected to the office designated by the Union. Such check-off authorizations shall remain in effect until revoked by the employee and shall be irrevocable for a period of one (1) year after the date of signing the check off authorization or until the termination of this collective bargaining agreement between the Company and the Union, whichever occurs first. If

APPENDIX B
PENSION, HEALTH AND WELFARE

Section 1. Pension Fund

The Employer will contribute to the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement. The Employer's contribution rates to the above described Pension Fund shall be as follows for all employees covered by this Agreement:

Effective 6-5-10	\$86.90 per week, Schedule B
Effective 5-1-11	\$93.90 per week, Schedule B
Effective 4-29-12	\$101.40 per week, Schedule B
Effective 4-28-13	\$107.50 per week, Schedule B
Effective 4-28-14	\$114.00 per week, Schedule B

Section 2. Health Insurance

Employees shall remain under the existing health insurance provisions (Twin Cities Bakery Drivers' Health and Welfare Fund, 4A Plan) for the duration of calendar year 2010, paying the same contribution rate in place as of June 4, 2010.

Effective January 1, 2011 the employees shall move to the Pan-O-Gold Fund for health insurance and shall have their weekly contribution rate increased to \$27.50.

Effective January 1, 2012 and each year thereafter, the Employer and the employees will each pay 50% of any increase in the contribution required by the Pan-O-Gold Fund for the term of the contract provided, however, that any increase in cost to the employee will be "capped" at \$10.00 per week each year of the contract and if that "cap" is exceeded, the balance will be the responsibility of the Employer.

Section 3. Off the Job Injury or Illness

If an employee is absent because of illness or off the job injury, and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of six (6) weeks.

Section 4. On the Job Injury

If an employee is injured on the job, the Employer will continue to pay the required contribution until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

*I didn't
catch rate
issue in
QC.*

DRIVERS

PAN-O-GOLD BAKING COMPANY
Fargo, ND

AND

TEAMSTERS LOCAL 120
Fargo, ND

June 8, 2014 - June 8, 2019

COLLECTIVE BARGAINING AGREEMENT

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**CONTRACT
DEPARTMENT**

DRIVERS AND MECHANICS WORKING AGREEMENT

The Pan-O-Gold Baking Company, Fargo, ND, hereinafter referred to as the Employer, and Teamsters Local 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the following provisions covering wages and working conditions:

ARTICLE 1. UNION RECOGNITION

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. New or re-engaged employees who have not become members of the union within thirty (30) days of hiring or re-employment, or employees who have not become members of the Union upon the effective date of this agreement must, as a condition of employment or continued employment, pay or tender to the Union sums equal to those paid by Union members, for services rendered.

It is further understood and agreed that if applicable State and Federal laws, which prohibit the signing of Closed or Union Shop contracts, shall be declared unconstitutional by the Supreme Court of the United States, or revised by Congress, during the term of this agreement is in force and effect, the above provision shall be superseded by a provision requiring membership in the Union after thirty (30) days of employment.

ARTICLE 2. UNION MEMBERSHIP

The Employer agrees to recommend to all employees that they become members of the Local Union and maintain such membership during the life of this Agreement, to refer new employees to the Local Union representative, and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this contract.

Nothing contained in this section shall be construed so as to require the Employer to violate any applicable law.

ARTICLE 3. CHECK-OFF AND D.R.I.V.E.

Section 1. Dues Check-Off

Upon receipt of a written check-off authorization from an employee, the Company shall deduct from the employee's salary, initiation fees, monthly dues and uniform levied assessments payable by the employee to the Union. The Company shall make deductions monthly and transmit the aggregate sum collected to the office designated by the Union. Such check-off authorization shall remain in effect until revoked by the employee and shall be irrevocable for a period of one (1) year after the date of signing the check off authorization or until the termination

APPENDIX B
HEALTH, WELFARE AND PENSION

Section 1. Pension Fund

The Employer will contribute to the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement. The Employer's contribution rates to the above described Pension Fund shall be as follows for all employees covered by this Agreement. The following rates and increases will be effective the first Sunday in June of each year as designated:

June 8, 2014	\$209.20 per week
June 8, 2015	\$217.60 per week
June 8, 2016	\$226.30 per week
June 8, 2017	\$235.40 per week
June 8, 2018	\$244.80 per week

Section 2. Health Insurance

- a. Until December 31, 2014 the parties agree to be covered by the terms and conditions of the Participation Agreement of the Twin Cities Bakery Drivers Health and Welfare Fund and the contribution will be as directed by the Trustees of that fund until December 31, 2014. Each employee will contribute \$69.49 per week (for single coverage) or \$74.92 per week (for family coverage) and the Employer will continue to pay the balance.
- a. Effective January 1, 2015, bargaining unit employees will be moved out of the Twin Cities Bakery Health and Welfare Insurance Plan and into the POG Fund (Employee Plan). Employee premium rates will remain \$69.49 per week for single coverage and \$74.92 per week for family coverage through December 2017. All premium increases thereafter, beginning with January 2018, shall be borne equally between the employee and employer (50/50 split).

The Union will be provided with no less than thirty (30) days' advance notice of such Plan amendments. Any amendments to the Plan will be applicable to all Plan participants and will not be limited to bargaining unit employees.

Section 3. Off the Job Injury or Illness

If an employee is absent because of illness or off the job injury, and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

WORKING AGREEMENT

SALES AND TRANSPORT DRIVERS

PAN-0-GOLD BAKING COMPANY OF ST. CLOUD

And

**BAKERY, LAUNDRY, ALLIED SALES DRIVERS
AND WAREHOUSEMEN**

**Affiliated with the International Brotherhood of
Teamsters, Chauffeurs, Warehousemen and Helpers of
America**

LOCAL UNION NO. 289

Effective August 1, 2011 through July 31, 2016

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**CONTRACT
DEPARTMENT**

PAN-O-GOLD BAKING COMPANY CONTRACT
CONTRACT TERM - JULY 31, 2011 - AUGUST 1, 2016

WORKING AGREEMENT

PREAMBLE

THIS AGREEMENT is made and entered into by and between the undersigned Pan-O-Gold Baking Company of St. Cloud, Minnesota, party of the first part, hereinafter referred to as the Employer, and coming under the jurisdiction of our Charter, the Bakery, Laundry and Allied Sales Drivers, Warehousemen's Union, Local No. 289, of Minneapolis, Minnesota, party of the second part, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union, or Local Union No. 289.

ARTICLE 1. JURISDICTION

Section 1: The Employer agrees to recognize Local Union No. 289 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole collective bargaining agent for the employees covered by this Agreement.

Section 2: The parties agree that all employees subject to the jurisdiction of the Union shall become members of the Union no later than the thirty-first (31st) day from the commencement of their employment and shall remain in good standing thereafter, subject to the limitations of any applicable law.

Section 2(a): Upon receipt of a written checkoff authorization from an employee the Company shall deduct from his or her salary initiation fees, monthly dues and uniformly levied assessment payable to the Union. The Company shall make deductions monthly and transmit the aggregate sum collected to the office designated by the Union. Such checkoff authorizations shall remain in effect until revoked by the employee and shall be irrevocable for a period of one (1) year after the date of signing the authorization or until the termination of this collective bargaining agreement between the Company and the Union, whichever occurs sooner. If no notice of revocation is given prior to the expiration of the collective bargaining agreement or prior to the end of one year, whichever is sooner, the checkoff authorization shall renew itself for successive periods with the same privilege of revocation as set forth above. New employees shall file membership applications with the Union in sufficient and reasonable time for the above purposes.

The Employer agrees to deduct from the first check of the month and remit to the Union not later than the 15th day of said month.

Contributions paid by the employees at the present time, and any future increases in those contributions to be paid by the employees will be handled by payroll deduction pursuant to a pretax Section 125 plan.

Section 2: The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments thereto and regulations established by the Trustees, and the parties hereby designate as their representatives on the Board of Trustees such Trustees as are named, together with any successors who may be appointed pursuant to the Agreement and Declaration of Trust of the Fund.

Section 3: Classifications of employees subject to the terms of this Article 7 include and are limited to those classifications enumerated in this Agreements.

Section 4: The Employer shall not be required to make any contribution for any new employee subject to this Agreement until the week in which said new employee shall complete his sixtieth (60th) calendar day of employment with the Employer.

Section 5: Employer contributions for eligible employees shall be limited to those employees who work three (3) days or twenty (20) hours or more per week. Paid vacations shall be considered as days worked for the purpose of determining the Employer's liability for contribution each week.

Section 6: To the extent that contributions may be required of employees pursuant to the terms of this Article 7, the Company agrees to deduct such employee contributions from the employee's wages on a pre-tax basis and to remit them directly to the Fund, together with the Company's contribution.

ARTICLE 8. PENSION

Section 1: The Employer will contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who was on the payroll thirty (30) days or more the following amounts:

August 1, 2010	\$173.90 per week
August 1, 2011	\$184.30 per week
August 1, 2012	\$193.50 per week
August 1, 2013	\$201.20 per week
August 1, 2014	\$209.20 per week
August 1, 2015	\$217.60 per week

Section 2: By execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3: If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions

for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Section 4: Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Contributions shall be made for any regular employee on layoff who is worked one (1) day in any week for any reason.

If any employee on the seniority list is worked a day in any work week either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that work week.

Section 5: Action for delinquent contributions may be instituted by the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 9. ARBITRATION

Section 1: It is agreed that should any controversy arise concerning the interpretation of the terms and provisions of this Agreement, it shall be discussed by the employee affected and his or her immediate supervisor. If it cannot be resolved at that point, it must be submitted in writing by the employee, signed by the Union, and delivered to the Company for further consideration.

This written grievance must be filed within ten (10) calendar days of the grievance or of the employee's knowledge of the facts giving rise to the grievance. If the matter is not presented in writing to the Company within this time limit, it is void and will not be further processed.

Section 2: The Company and the Union will then discuss the matter and attempt to settle the grievance.

Section 3: If the matter cannot be resolved, either party can demand arbitration. The demand must be in writing to the other party.

Section 4: The parties will attempt to agree upon an impartial third party neutral arbitrator. Failing agreement, either party may request a panel of seven (7) local arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the panel, the grieving party will strike one name and the other party will strike a second name and the parties will then continue to strike, in turn, until there is one remaining name on the list. That individual will then be the neutral arbitrator.

Section 5: The neutral arbitrator will hear the matter and render a decision. The arbitrator has no authority to amend or modify the provisions of the Agreement and will decide the case on the basis of the interpretation of the terms and conditions of this contract.

RECEIVED

MAR 03 2014

September 1, 2013 – August 31, 2018

**CONTRACT
DEPARTMENT**

**PAN-O-GOLD BAKING COMPANY-BISMARCK
AND TEAMSTERS UNION LOCAL 638-DRIVER'S CONTRACT**

PAN-O-GOLD BAKING COMPANY, Bismarck, North Dakota, hereinafter referred to as the "Employer" and TEAMSTERS UNION LOCAL 638, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union" agree to be bound by the following provisions covering wages and working conditions.

ARTICLE 1. UNION RECOGNITION

The Union is recognized as the sole bargaining representative of all Transport Drivers, Route Sales Drivers and Combination Route Salespersons employed in the Bismarck operation of the Employer. Excluded are Thrift Store Clerks, Office, supervisory personnel and pull up personnel.

ARTICLE 2. NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee in violation of any federal, state or local law.

Whenever the personal pronoun men and women or he and she appear in this Agreement that shall not be meant to apply to one sex, but shall be interpreted to apply to both sexes.

ARTICLE 3. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 4. CHECK-OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement who submit to the personnel office of the Employer, properly executed authorization forms duly authorizing the Employer to so deduct all dues, initiation fees, uniform assessments of the Union, and/or DRIVE deductions, and agrees to remit to said Union all such deductions.

The Employer agrees that DRIVE deductions, if so authorized by an employee, shall be withheld on a monthly basis and will be transmitted to the Union or to such other organization as the Union may request. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Provided, however, that if the Plan costs decrease, the employee rate will decrease by that amount.

2016: Single: \$69.10

Family: \$78.15

Provided, however, that if the Plan costs decrease, the employee rate will decrease by that amount.

Effective January 1, 2017, increases or decreases in the costs of the Plan will be shared equally between the Employer and the Employee. Provided, however, that the Employee's share of any increase for Plan year 2017 and Plan Year 2018 will not exceed \$10 per week in each of the two years (i.e., the increase will not exceed \$10 per week in 2017 and will not exceed another \$10 per week in 2018).

During the term of this Agreement, the Employer agrees that, unless required by state or federal law, the substantive provisions of the Plan will not be amended more than once per year. The union will be provided with no less than thirty (30) days' advance notice of such Plan amendments. Any amendments to the Plan will be applicable to all Plan participants and will not be limited to bargaining unit employees.

If an employee is absent because of illness or off the job injury, and notifies the Employer of such absence, the Employer shall continue to make the required payment hereunder for a period of not more than four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required weekly payments until such employee returns to work, however, such weekly payments shall not be paid for a period longer than twelve (12) months from the date of injury.

ARTICLE 24. PENSION

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following amounts per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

o 9/2013	\$193.10
o 9/2014	\$204.70
o 9/2015	\$217.00
o 9/2016	\$225.70
o 9/2017	\$234.70

If an employee is absent because of illness or off the job injury, and notifies the Employer of such absence, the Employer shall continue to make the required payment hereunder for a period of not more than four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required weekly payments until such employee returns to work, however, such weekly payments shall not be paid for a period longer than twelve (12) months from the date of injury.

renegotiate the economic conditions of the contract shall give a thirty (30) day written notice by Certified Mail to the other party.

ARTICLE 33. SUCCESSORSHIP CLAUSE

This Agreement shall be binding upon Employer's Successors, Assigns, Purchasers, Lessees, Transferees, whether such succession, assignment or transfer be effected voluntarily or by consolidation with another Company or Companies, this Agreement shall be binding upon the merged or consolidated company. If only a portion of Employers business covered by this Agreement is sold assigned, leased or transferred, either voluntarily or by operation of law, this Agreement shall continue to apply to the remaining business retained by the Employer and to that portion of the business so sold, transferred, leased or assigned.

ARTICLE 34. DROP DELIVERY

In the event that the Company goes to a drop shipment, the driver affected shall receive commission on said drop for a period of twelve (12) weeks after said drop occurs.

ARTICLE 35. PART-TIME EMPLOYEES

A part-time employee is an individual who has not worked one-thousand (1,000) hours or more in any twelve (12) month period.

The Employer agrees not to schedule part-time employees as a means of eliminating regular full-time employees. At no time will two part-timers be scheduled to work to defeat the purpose of one (1) full-time employee.

Part-time employees shall accrue and retain seniority from the original date of hire, provided there has been no break in service. Payment of vacation and holidays shall be on a prorated basis, to be computed by calculating the ratio of the total hours worked during the year to a factor of 1840. Those employees who have not worked as a full-time employee for at least 1100 hours during the year will be entitled to four (4) hours pay for the Personal Holiday. If applicable)

The Employer shall not be required to make Health and Welfare and Pension contributions, as provided for in Articles 23 and 24 respectively, for part-time employees. However, an employee who has been in full-time employment for three (3) months or more and who is reduced to part-time status because of a lack of work shall continue to have such contributions made on his/her behalf for a period of four (4) weeks.

ARTICLE 36. TERMS OF CONTRACT

THIS AGREEMENT shall be in full force and effect from September 1, 2013 to and including August 31, 2018, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify this Agreement is served by either party upon the other party at least sixty (60) days prior to the annual date of expiration.

Pan-O-Gold Baking Company
Minneapolis
Eau Claire Contract
June 1, 2012 through May 31, 2017

WORKING AGREEMENT

PREAMBLE

THIS AGREEMENT is made and entered into by and between PAN-O-GOLD BAKING COMPANY MINNEAPOLIS, Eau Claire, Wisconsin, party of the first part, hereinafter referred to as the "Employer" and GENERAL TEAMSTERS UNION, LOCAL 662, affiliated with the International Brotherhood of Teamsters, Eau Claire, Wisconsin, party of the second party, hereinafter referred to as the "Union".

ARTICLE 1 JURISDICTION

Section 1.

(a) The Employer agrees to recognize Local Union No. 662, affiliated with the International Brotherhood of Teamsters, as the sole collective bargaining agent for the employees covered by this Agreement. Effective November 1, 2012, The Employer agrees to recognize Local Union 662/Wisconsin Teamsters Joint Council 39 jurisdiction in Wisconsin, Eastern Iowa, Illinois and the Upper Peninsula of Michigan where employees in those areas provide services to Pan-O-Gold customers. The Employer also agrees to recognize shared jurisdiction of Local Union 734 and Joint Council 25 for employees employed in Illinois in Joint Council 25's jurisdiction. There will be no discrimination against an employee because of union affiliation.

(b) The Company will recognize a duly authorized job steward.

The parties agree that all employees subject to the jurisdiction of the Union shall, as a condition of employment become members of the Union no later than the thirty-first (31st) day from the commencement of their employment and shall remain in good standing thereafter, subject to the limitations of any applicable law.

(c) Upon receipt of a written check-off authorization from an employee, the Company shall deduct from salary initiation fees, monthly dues and uniformly levied assessments payable to the Union. The Company shall make deduction monthly and transmit the aggregate sum collected to the office designated by the Union. Such check-off authorizations shall remain in effect until revoked by the employee and shall be irrevocable for a period of one

Section 6. To the extent that contributions may be required of employees pursuant to the terms of this Article XI, the Company agrees to deduct such employee contributions from the employee's wages on a pre-tax basis and to remit them directly to the Fund, together with the Company's contribution.

Section 7. In the case of absence due to accident or illness, the Employer will pay his portion of the contributions for up to fourteen weeks.

In those cases in which an employee is laid off before the 15th of the month, the Employer will make his contribution and coverage will continue for the full month in which the layoff occurs. In those cases in which the employee is laid for on or after the 15th of the month, the Employer will pay his portion of the contributions for the remainder of that month and for the next calendar month following the month of layoff.

Section 8. The Union and the Employer, who are parties to the working agreement, hereby agree that the rules and regulations of the Twin Cities Bakery Drivers Health and Welfare Fund for voluntary termination of health and welfare coverage by individual participants are incorporated by reference. The parties, including the members of the Union, agree to be bound by such rules and regulations, and any amendments thereto.

ARTICLE 12 PENSION

Section 1. The Employer will contribute to the Central States Southeast and Southwest Area Pension Fund the amounts identified below, per week, for each employee who has completed his sixtieth (60th) calendar day of employment with the Employer.

Section 2. By execution of this Agreement, the Employer agrees to be bound by any actions taken by the Joint Trustees hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

The Employer weekly contribution to the Central States Pension Fund, Schedule B, shall be as follows:

12/1/12	\$95.20 per week
12/1/13	\$99.00 per week
12/1/14	\$103.00 per week
12/1/15	\$107.10 per week
12/1/16	\$111.40 per week

Section 3. Contributions to the pension fund must be made for each week for which a regular employee performs services for the Employer or is otherwise compensated by the Employer (vacation - other paid leave time). If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions for a period of four weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employees return to work; however, such contributions will not be paid for a period of more than twelve (12) months.

**ARTICLE 16
401K SAVINGS PLAN**

The employees are eligible to participate in the Pan-O-Gold Baking Company Employee Savings Plan as amended and restated (The Plan). Participation is voluntary and subject to the plan documents. At no time will the Employer be obligated to make contributions to the Plan.

**ARTICLE 17
NO STRIKE/NO LOCKOUT**

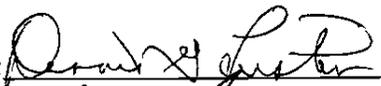
During the term of this Agreement, the Union agrees that there shall be no authorized strike, boycott, picketing, work stoppage, sympathy strike, or slow down with the Employer's business. There shall be no lockout of employees by the Employer during the term of this Agreement.

**ARTICLE 18
EXPIRATION**

Section 1. THIS AGREEMENT SHALL BE IN EFFECT ON June 1, 2012 (except where a different date is designated in the contract) and remain in full force and effect until May 31, 2017. It shall continue in full force and effect from year to year thereafter unless sixty (60) days' notice in writing is given by either party prior to May 31, 2017 or any year thereafter of desire to terminate or negotiate changes herein.

THIS AGREEMENT is signed by both parties this 1st day of MARCH, 2013.

EMPLOYER

By: , CFO
By: 

GENERAL TEAMSTERS UNION
LOCAL NO. 662

By: 
By: 
PRESIDENT
LOCAL 734

RECEIVED

MAR 14 2013

**CONTRACT
DEPARTMENT**

COPY

COLLECTIVE BARGAINING AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 600
161 Weldon Parkway
Maryland Heights, MO 63043

And

PARAMOUNT CONVENTION

Effective

April 1, 2013 to March 31, 2018

RECEIVED

JUN 10 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, entered into as of this 1st day of April, 2013, by and between Paramount Convention for its operations in St. Charles City and St. Charles County, Jefferson County, Warren County, Washington County, Franklin County, Ste. Genevieve County, Lincoln County, St. Francois County, St. Louis City and/or St. Louis County, or its successors and assigns (hereinafter designated as the "Employer"), and LOCAL 600, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter designated as the "Union"), for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed by the parties.

This contract is complete in itself and sets forth all the terms and conditions of the agreement between the parties.

ARTICLE 1 - UNION SHOP CLAUSE

1.1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on or after the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all new regular employees covered by this Agreement and hired on or after its execution shall, on or after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

ARTICLE 2 - UNION RECOGNITION

2.1. The Employer, for its operation in St. Charles City and St. Charles County, Jefferson County, Warren County, Washington County, Franklin County, Ste. Genevieve County, Lincoln County, St. Francois County, St. Louis City and/or St. Louis County, recognizes the Union as the exclusive collective bargaining agent for all its employees who are employed by it to receive, load, unload, deliver by rigging or otherwise, and operate all material handling equipment for that purpose, other than cranes or other equipment requiring specialized operators, to perform the work the Employer has been hired to perform. This recognition shall exclude the work recognized in labor agreements with the United Steelworkers of America UD (Upholstery Division), Local 25U, and/or Awning and Tent Workers, Decorators and Displaymen Local 39-U and performed jointly by them and members of the Carpenters District Council of St. Louis, and also excluding maintenance cleaning personnel, graphic arts personnel, guards, professionals, clericals and supervisors as defined by the National Labor Relations Act. The parties agree that the movement of empty crates from the storage area to the exhibitor's booths and vice versa as well as to and from a marshalling/staging yard is recognized to be the work of Teamsters Local 600 and shall be performed by an employee of the Employer. Additionally, all shuttle work to and from a marshalling yard is recognized to be the work of Teamsters Local 600 and the Company agrees to employ at least one driver from Teamsters Local 600 to perform shuttle work

Mediation and Conciliation Service.

D. The parties will equally bear the expenses of arbitration, including the arbitrator's fee. The parties will pay their own attorneys; fees and expenses. If the parties agree that the arbitration hearing should be transcribed, the parties shall equally bear the cost of the court reporter and the transcript. If only one party desires a written transcript of the arbitration hearing, that party shall bear the full cost of the court report and the transcript.

E. The arbitrator's award shall be final and binding. If the Union files suit to enforce the award, the prevailing party shall be entitled to its attorneys' fees incurred in the enforcement litigation.

14.3. All time periods except the initial seven-day period or initial discussion of a dispute may be extended by mutual written agreement of the parties.

14.4. During the term of this Agreement, there shall be no strikes, lockouts, or slowdowns of work except as specifically provided in this Agreement.

ARTICLE 15 - PENSION

The Employer agrees to contribute to the Central States Pension Fund on behalf of each regular employee performing work as described in the Collective Bargaining Agreement after thirty (30) calendar days on the payroll.

Effective April 1, 2013 and for the term of this contract, the Employer shall continue to pay fifty two dollars and ninety cents (\$52.90) per day for each regular and casual employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2014 and for the term of this contract, the Employer shall continue to pay fifty six dollars and ten cents (\$56.10) per day for each regular and casual employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2015 and for the term of this contract, the Employer shall continue to pay fifty nine dollars and fifty cents (\$59.50) per day for each regular and casual employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2016 and for the term of this contract, the Employer shall continue to pay sixty one dollars and ninety cents (\$61.90) per day for each regular and casual employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2017 and for the term of this contract, the Employer shall continue to pay sixty four dollars and forty cents (\$64.40) per day for each regular employee to the Central States Southeast and Southwest Areas Pension Fund.

Contributions to the Trust Fund shall be made by the Employer for each regular employee covered by this Agreement for each day in which the employee works, or is on vacation. If a regular seniority employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for the period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If a regular seniority employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

ARTICLE 16 - HEALTH AND WELFARE

Effective April 1, 2013 the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Health & Welfare Fund the sum of three hundred and nine dollars and seventy cents (\$309.70) per week for each regular employee covered by this Agreement.

Effective April 1, 2014 the Employer shall contribute to the Central States Southeast and Southwest Areas Health & Welfare Fund the sum of an amount not to exceed three hundred and forty dollars and seventy cents (\$340.70) per week for each regular employee covered by this Agreement.

Effective April 1, 2015 the Employer shall contribute to the Central States Southeast and Southwest Areas Health & Welfare Fund the sum of not to exceed three hundred and seventy four dollars and eighty cents (\$374.80) per week for each regular employee covered by this Agreement.

Effective April 2016 and April 2017 the Company agrees to contribute to the Central States Southeast and Southwest Areas Health & Welfare Fund the amount required to maintain the highest C6 level of benefits.

NOTE: Given that the rates for 2016 and 2017 have yet to be determined, it is therefore understood by both parties that the total contribution by the company will not exceed a \$1.00 per hour increase for benefits; contributions for BOTH pension and health & welfare combined. Should the sum of these two (2) benefits exceed \$1.00 per hour increase in each year, the difference will be deducted from the wage increase in that respective year.

Contributions to the Trust Fund shall be made by the Employer for each regular employee covered by this Agreement for each week when an employee works more than one (1) day in the contribution week or is on vacation. If a regular seniority employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to

LABOR AGREEMENT

between

PARKE & SON, INC.

and

**TEAMSTERS LOCAL
UNION NO. 279
DECATUR, ILLINOIS**

May 1, 2012 through April 30, 2015

RECEIVED

MAR 09 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, dated May 1, 2012, by and between PARKE AND SON, INC., or its successors, (hereinafter referred to as the "Company") and TEAMSTERS LOCAL UNION NO. 279 of Decatur, Illinois, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or its successors, (hereinafter referred to as the "Union").

(2) Personal Leave Days at the end of a calendar year. Employees may not possess more than six (6) Personal Leave Days at any time.

Section 7. A safety committee shall be formed consisting of at least two bargaining unit members, at least one of which will be rotated every six months. This committee shall meet at least once every two months with company supervision to discuss safe working conditions and practices in the work place. The function of this committee will be concerned with safety only.

Section 8. Employees may rent shirt and pants. The Employer agrees to administer payroll deductions and payment of said deductions to clothing vendor. The Employer is authorized to deduct clothing rent costs as a payroll deduction. Only one vendor is permitted. All initial fees, termination fees and replacement costs are the responsibility of the employee. The Employer may furnish at no cost to the employee, shirts for those working powder or liquid repacking. Employer shall pay for any uniforms required by Employer and/or personal protective equipment required by Employer or any regulatory agency that requires personal protection equipment be worn by the employees in the scope of their employment.

Section 9

For purposes of maintaining communications between labor and management, and in order to cooperatively discuss and attempt to solve problems or other matters of mutual concern, the Employer and/or its designee(s) shall meet with a Union committee composed of two (2) bargaining unit employees selected by the Union. The meetings shall be quarterly on the first Tuesday of January, April, July and October if an agenda is submitted by one of the parties one (1) week prior to the meeting. If neither party submits an agenda, the committee shall not meet.

ARTICLE XXIX – FUNERAL LEAVE

Employees to receive pay for up to three (3) days for work lost due to death of father, mother, father-in-law, mother-in-law, wife, son or daughter; and shall receive pay for one (1) day for loss of work due to death of a son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, except in special situations wherein the employee must assume full responsibility for the internment of such relation, he may receive up to three (3) days pay for work lost. Serving as Pallbearer does not affect whether or not funeral leave is paid.

ARTICLE XXX- PENSION

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) working days or more a contribution amount as follows:

April 29, 2012 through April 27, 2013	\$124.80 per week
April 28, 2013 through April 26, 2014	\$132.30 per week
April 27, 2014 through April 25, 2015	\$140.20 per week

By execution of this Agreement, the Employer authorizes the Employers' Associations to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE XXXI – WORK ASSIGNMENT

The Employer agrees to respect the jurisdictional rules of the Union and shall not require or direct their employees or person other than employees in the bargaining units, here involved, to perform work which is recognized as the work of the employees in said units.

ARTICLE XXXII – DRUG AND ALCOHOL POLICY

SEE APPENDAGE “B”

ARTICLE XXXIII – TERMINATION OF AGREEMENT

This Agreement shall become effective as of the 1st day of May 2009, and shall remain in full force and effect until the 1st day of May 2012. Written notice of termination or desired modification may be given at least sixty (60) days prior to the expiration date by either of the parties hereto.

Should notice of termination or desired modification be given in the manner provided for above, the party desiring same shall:

1. Offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications.
2. Notify the Federal Mediation and Conciliation Service within thirty (30) days after such notice of the existence of a dispute, and simultaneously, therewith, notify any State Agency established to mediate disputes within the State, provided no agreement has been reached by that time.
3. Continue in full force and effect, without resorting to strike or lockout, all the terms and conditions of this Agreement for a period of sixty (60) days after such notice is given or until the expiration date of this contract, whichever occurs later.

In the process of bargaining in good faith for a new contract or a contract containing desired modifications, the parties recognize the fact that it may be necessary to continue their negotiations after the date upon which this Agreement legally terminates, and in order to provide for their duties and obligations for the period of time between the

AGREEMENT
BY AND BETWEEN
PARMA MOVERS INC.
AND
TEAMSTERS LOCAL UNION NO. 293
JUNE 3, 2013 TO JUNE 2, 2016

RECEIVED

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**CONTRACT
DEPARTMENT**

MOVING AND STORAGE AGREEMENT

THIS AGREEMENT, entered into this 3rd day of June, 2013, and effective June 3, 2013
By and between **Parma Moving & Storage Company**, hereinafter called the "Employer" and
Teamsters Local Union No. 293, affiliated with the **INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**, hereinafter called the "Local" or the "Union".

WITNESSETH:

ARTICLE I. REPRESENTATION, UNION RECOGNITION AND SECURITY

1. The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees covered by this Agreement for the purpose of collective bargaining.
2. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union, and all employee who are hired hereafter, shall become and remain members in good standing of the Union as a condition of continued employment, on and after the thirty-first (31st) day following the beginning of their employment or on or after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.
3. The Employer shall notify the Union, in writing, within ten (10) days of employment, as to the date of original employment. The Employer recognizes the Union as a valuable source of experienced men and may call the Union when men are required. A non-member may be hired, provided application for membership in the Union is made by said non-member as provided herein.
4. After an employee has completed a thirty (30) working day trial period, he shall be placed on the Article IIA seniority dating back to date of hire. Such employee shall be worked on a seniority basis, and upon completion of one hundred and twenty (120) additional days of work, including Saturday and Sunday, (excluding the third (3rd) quarter of the calendar year) in a continuous twelve (12) month period; he shall become eligible for benefits which is described in Article XV.

ARTICLE I A. DEFINITION OF THE INDUSTRY

The industry covered by this Agreement means those employees performing the following services:

1. Moving and Storage work.
2. Commercial work.
3. New Distribution work.
4. Exhibition work.

returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

4. No contributions to the Health and Welfare Fund shall be paid for "temporary summer help".

ARTICLE XV. PENSION FUND

1. Effective June 3, 2010; the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$138.10 per week, in accordance with the Trust Agreement covering said Fund, for each non-probationary, non-seasonal employee covered by this Agreement who has been paid for at least eight (8) or more straight time hours in that work week. Effective June 3, 2014 Employer will contribute \$143.60, effective June 3, 2015 Employer will contribute \$149.30 to the Central States Southeast and Southwest Areas Pension Fund.
2. A probationary employee is defined as an employee hired outside of the seasonal period that has not yet completed the thirty (30) working day probationary period. Pension contributions would begin once the employee has completed thirty (30) working days of employment.
3. A seasonal employee is defined as an employee hired between and including June 1 and September 1 of each year. A seasonal employee who continues to be employed beyond September 30th would be considered to have satisfied the probationary period. Pension contributions would begin once the employee has completed thirty (30) working days of employment.
4. Any employee who has attained the age of seventy (70) and is eligible for retirement under the Central States Southeast and Southwest Areas Pension Fund shall be retired by the Employer.

ARTICLE XVI. DELINQUENT FUND PAYMENT

If the Employer is more than thirty (30) days delinquent in payments to one (1) or more of the several funds (Health and Welfare, Central States Pension and Union Dues) provided for herein; seventy-two (72) hours notice by registered or certified mail of such delinquency shall be served on said delinquent Employer by the Fund Administrator and the Union separately; at the expiration of said seventy-two (72) hours, the Union notwithstanding other provision in this Agreement, may strike said delinquent Employer until satisfactory arrangements for resumption of payments into the Fund or Funds involved, acceptable to the Union and the Fund's management have been made.

GOVERNMENT

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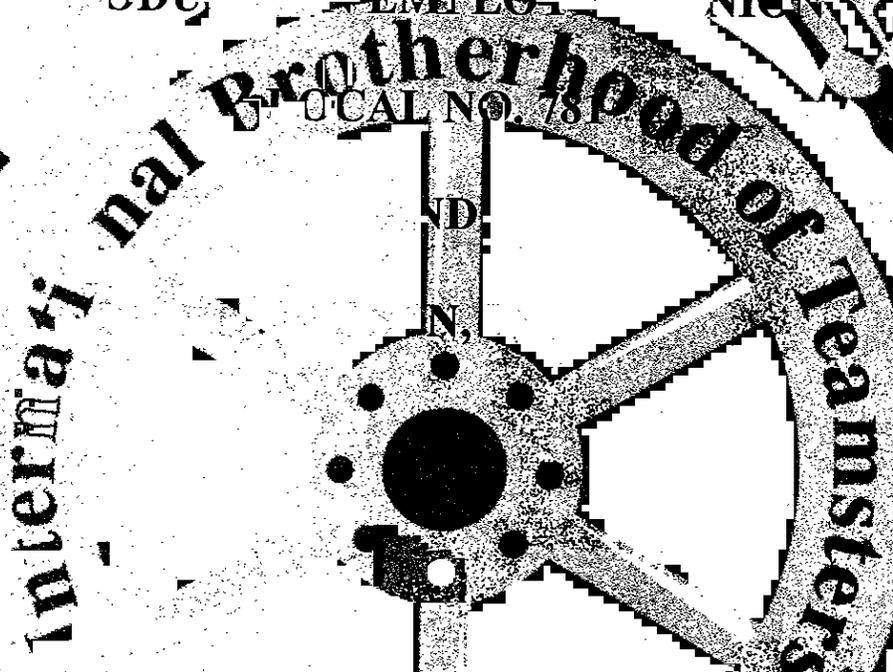
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JANUARY 1, 2014 TO DECEMBER 31, 2017

Patson, Inc. 2017

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CONTRACT
DEPARTMENT

PATSON, INC.

JANUARY 1,2014 TO DECEMBER 31,2017

MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION, LOCAL 781, INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

1. PREAMBLE

THIS CONTRACT has been drawn up and entered into by and between the interested parties in a mutual effort to stabilize the trucking industry in this area and to promote sound labor and management relations.

2. CONTRACTING PARTIES

THIS AGREEMENT, made and entered into by and between PATSON, INC. party of the First Part, hereinafter referred to as the Employer, and Miscellaneous Warehousemen, Airline, Automotive Parts, Service, Tire and Rental, Chemical and Petroleum, Ice, Paper and related Clerical and Production Employees Union, Local No. 781, party of the Second Part, hereinafter referred to as the "Union".

3. RECOGNITION CLAUSE

WITNESSETH: The Employer, individually and severally recognize the Union as the sole and exclusive collective bargaining representative of the employees covered by this Agreement, viz: Chauffeurs and Helpers within the jurisdiction of the Union.

(e) The Employer agrees to pay any increase in the above contribution rates, that the Trustees for the Health & Welfare Fund deem necessary.

(f) In the event the Employer fails to pay the monthly contribution to the Fund on behalf of any employee covered hereunder, the Employer agrees to be responsible for the benefits which would have been provided by such insurance coverage.

ARTICLE 39
PENSION

EFFECTIVE January 1, 2014 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of \$53.60 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. EFFECTIVE January 1, 2015 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTH WEST AREAS PENSION FUND, the sum of \$55.70 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. EFFECTIVE January 1, 2016 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of \$57.90 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. EFFECTIVE January 1, 2017 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of \$60.20 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. The Company ratifies and confirms the appointment of the Employer trustees, who shall, together with their successor trustees designated in the manner provided in said trust instruments, and jointly with an equal number of trustees appointed by the Labor organizations, carry out the terms and conditions of the trust instruments. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Company shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this Contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract, shall not be covered by the provisions of this paragraph.

40. DRIVE

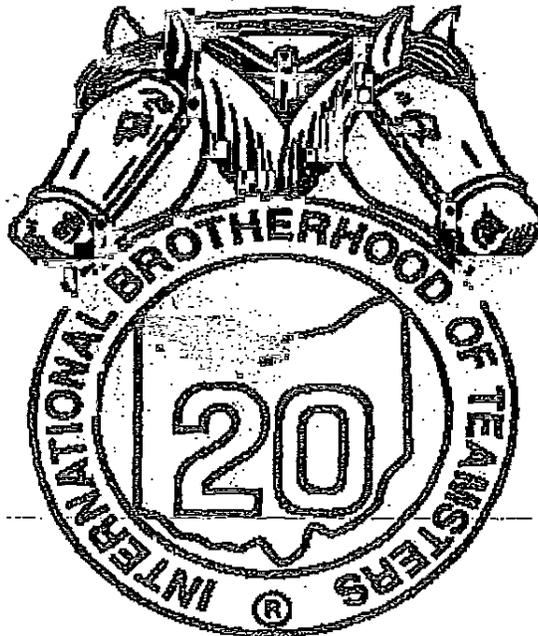
The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total

AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION #20
AND

AL PEAKE & SONS PRODUCE



RECEIVED

MAY 08 2012

**CONTRACT
DEPARTMENT**

MARCH 1, 2012
THROUGH
FEBRUARY 28, 2017

AGREEMENT

This Agreement made and entered into as of the 1st day of March ____, 2012 in the City of Toledo, County of Lucas, State of Ohio, by and between Al Peake and Sons Produce of Toledo, Ohio, part of the first part, hereinafter sometimes referred to as the "Employer" and the Teamsters Local Union No. 20, affiliated with the International Brotherhood of Teamsters, Toledo, Ohio, party of the second part, hereinafter called the "Union".

WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of acquiring closer cooperation among and between the Employer and the employees and in consideration of the promises, obligations and undertakings of each party, as herein contained, agree as follows:

ARTICLE I

RECOGNITION.

Section 1. The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors as the exclusive bargaining agency for all of the employees of the Company as herein defined.

Section 2. The term "employee" as used in this Agreement shall include all CDL Drivers and all regular Drivers.

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 4. The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or organization for the purpose of undermining the Union; nor will it interfere with, coerce or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE II

UNION SHOP

Section 1. Union Shop

(a) The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

(b) All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not now members

ARTICLE XV

DISCHARGE CLAUSE

Section 1. No member of the Union shall be discharged without just cause. In the event the Union feels the discharge occurred without just cause, said discharge will be subject to the grievance procedure.

ARTICLE XVI

PENSION PROGRAM

Section 1. Effective March 1, 2012, the Employer shall contribute to Central States Southeast and Southwest Areas Pension Fund the sum of \$51.50 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective March 1, 2013, the weekly contribution shall be \$53.60, effective March 1, 2014, the weekly contribution shall be \$56.70 per week., effective March 1, 2015 the weekly contribution shall be \$57.90 and effective March 1, 2016 the weekly contribution shall be \$60.20.

2014 Contribution should be 55.40

Section 2. By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto, to enter into appropriate Trust Agreement necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension during the period of absence.

Section 4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contributions to the Central States Southeast and Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, the Union shall have the right to take such action as they may deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting there from.

Employers who are delinquent also must pay all attorney fees and cost of collection.

AGREEMENT

ADDENDUM TO THE NATIONAL MASTER FREIGHT AGREEMENT AND CENTRAL STATES AREA LOCAL CARTAGE SUPPLEMENTAL AGREEMENT.

It is expressly understood and agreed to by and between **MIRACLE EXPRESS, INC.**, known as the "Employer" and **TEAMSTERS LOCAL NO. 120**, known as the "Union", the provisions of the **NATIONAL MASTER FREIGHT AGREEMENT** and **CENTRAL STATES AREA LOCAL CARTAGE SUPPLEMENTAL AGREEMENT** shall prevail with the following exceptions:

1. Adopt the language of the Area Master Agreement, incorporating language of the National Master Agreement, except where express individual Employer Agreements or established past practice effective prior to April 1, 2008 vary, delete or modify any portions of those agreements.

~~2. **WAGES:** (Cost of Living Increases, if any, are not included)~~

Hourly:

<u>4/1/08</u>	<u>4/1/09</u>	<u>4/1/10</u>	<u>4/1/11</u>	<u>4/1/12</u>
\$20.81 (.50)	\$21.21 (.40)	\$21.61 (.40)	\$22.01 (.40)	\$22.41 (.40)

Mileage: (per mile)

<u>4/1/08</u>	<u>4/1/09</u>	<u>4/1/10</u>	<u>4/1/11</u>	<u>4/1/12</u>
50.040 (1.25)	51.040 (1.0)	52.040 (1.0)	53.040 (1.0)	54.040 (1.0)

3. **HEALTH AND WELFARE**

Shall be Central States C-4 Plan with retiree insurance. Rates for the period of August 1, 2011 to the expiration date of the contract are to be determined by Central States.

<u>8/1/08</u>	<u>8/1/09</u>	<u>8/1/10</u>	<u>8/1/11</u>	<u>8/1/12</u>
\$215 per week	\$230 per week	\$244 per week	To be determined (open)	To be determined (open)

~~4. **PENSION:**~~

Pension contributions shall be equivalent to the National Master Freight Agreement.

5. All present numbers of employees on the seniority list shall be maintained (red circled).

MIRACLE EXPRESS, INC.

TEAMSTERS LOCAL NO. 120

By: Steve Rush

By: Bruce Seaman

Its: President

Its: Secretary-Treasurer

ADDENDUM
to the
COLLECTIVE BARGAINING AGREEMENT
by and between
PENSKE LOGISTICS, L.L.P.
And
TEAMSTERS LOCAL 332, affiliated with
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Dated: 9/15/14

1. **Term:** This Addendum shall incorporate the terms and conditions provided for in the existing Collective Bargaining Agreement (2008-2013 N.M.F.A. and Local Rider) between the parties and shall remain in full force and effect until midnight December 31, 2015. Unless otherwise expressly modified herein below: The Union retains the right to negotiate a new Collective Bargaining Agreement inclusive of 2013-2018 N.M.F.A. at the end of this extension with proper sixty (60) day notice. Upon receipt of the sixty (60) day notice three dates will be mutually scheduled and confirmed within the said sixty days.

2. **Pension:** Penske will contribute to the Central States Pension Fund on behalf of its eligible employees during the term of this Addendum to the existing Collective Bargaining Agreement as follows:

July 1, 2014 - \$56.10 per day - up to a max of \$280.50 per week
July 1, 2015 - \$59.50 per day - up to a max of \$297.50 per week
July 1, 2016 - \$61.90 per day - up to a max of \$309.50 per week
July 1, 2017 - \$64.40 per day - up to a max of \$322.00 per week
July 1, 2018 - \$67.00 per day - up to a max of \$335.00 per week

In the event, during the term of this Addendum or after the expiration of this Addendum and before a new Addendum or Impasse is reached, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting for or through such Pension Plan Sponsor, it is agreed that the Company will have the right to reopen the Addendum only for wage negotiations to offset increases.

3. **Health and Welfare:** Effective upon execution of this Addendum, Penske shall offer the current health care and dental insurance plans as offered to Tier 1 employees. The employee contribution rate is \$9.00 per week to all employees for coverage provided through open enrollment for the benefit year 2015.

4. Effective upon execution of this Addendum, Tier 1 wage rate remains at \$17.75. Tier 1 employees will receive a \$1000.00 lump sum payment in a separate check the first pay period following the execution of this agreement.

5. Effective upon execution of this Addendum, Tier 2 wage rate will increase to \$16.00 per hour. All Tier 2 employees will move immediately into the Tier 1 health care and dental insurance plans.

6. **New Hire Wage Rate:** Upon execution of this Addendum, employees in this bargaining unit hired after July 1, 2011, shall be compensated at the rate of \$16.00 per hour until such time as an employee in this bargaining unit hired on or before July 1, 2011, vacates his/her position of employment with Penske at which time on a one for one basis in seniority order greatest to least an employee paid under the New Hire Wage Rate shall have his/her wage rate changed to the scale paid to those employees hired prior to July 1, 2011.

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LABOR AGREEMENT

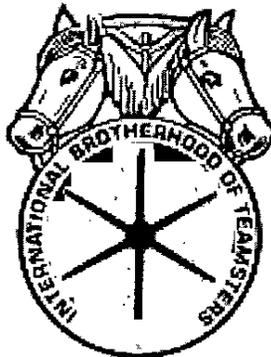
between

PENSKE TRUCK LEASING CO., L.P.

PENSKE

and

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION NO. 348
Akron, Ohio**



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**CONTRACT
DEPARTMENT**

Dated: From June 1, 2010 through May 31, 2014

AGREEMENT

THIS AGREEMENT MADE THIS 1st DAY OF June, 2010 by and between TEAMSTERS LOCAL 348, Akron, OH, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", and PENSKE TRUCK LEASING CO., L.P., 3000 Fortuna Drive, Akron, OH 44312, hereinafter referred to as the "Employer"

WITNESSETH, that therefore the Employer and the Union, acting by their duly authorized agents, agree as follows:

ARTICLE I **SCOPE OF AGREEMENT**

SECTION 1. The Employer hereby recognizes the Union as the collective bargaining representative of all regular full-time leadmen, technicians and customer service personnel working at the Employer maintenance installation at 3000 Fortuna Drive, Akron, Ohio 44312.

SECTION 2. It is the continuing policy of the Employer and the Union that the provisions of this contract shall be applied to all employees without regard to race, color, religious creed, national origin, or sex. The Employer and the Union agree to comply with all provisions of Title VII of the Civil Rights Act of 1964 and all subsequent amendments thereto. Wherever the masculine pronoun is used in this Agreement, it shall include the feminine gender.

ARTICLE II **MANAGEMENT RIGHTS**

SECTION 1. It is recognized and agreed that in addition to other functions and responsibilities which are not otherwise specifically mentioned in this paragraph, the Employer has and will retain the sole right, power or authority the Employer had prior to the signing of this Agreement, except those specifically abridged, granted or modified by this Agreement, and including but not limited to the right to hire, to layoff, to promote, to transfer, to discharge for reason, to maintain discipline, to assign work, to require reasonable overtime, to schedule hours, to make and apply rules and regulations for production, discipline, efficiency and safety and to contract out work are vested exclusively with the Employer. The Employer shall have exclusive right to manage the Employer's business, determine the products to be sold or serviced, to determine the location of this facility and any other branch facilities, to extend, maintain, curtail or terminate the operations of the Employer, the right to provide or purchase goods or services in connection with the facilities operations, to determine the methods and schedules of production, including the means and processes of performing the work of the facility.

Up to 66 2/3 percent of full pay for first week of absence and difference between insurance allowance and 66 2/3 full pay for as many weeks as the employee has complete years of service for each covered disability but not to exceed thirteen (13) weeks for any single disability.

All references to group insurance benefits are covered under the Teamsters Local 497 or Local 348 Health and Welfare Fund. Full pay as referred to in this policy is based on a 40-hour workweek at straight time.

SECTION 3. When an employee is absent due to illness or injury not subject to the provisions of Section 2 above, he shall be provided disability benefits in accordance with Penske Truck Leasing's short-term disability program in the sum of \$200.00 per week for a maximum of twenty-six (26) weeks. Benefits will commence with the eighth calendar day.

ARTICLE IX **PENSION**

SECTION 1. The Company shall, effective June 1, 2010, contribute on behalf of each employee sixty-six dollars and eighty five cents (\$66.85) per week to the Central States, Southeast and Southwest Areas Pension Fund.

The Company shall, effective June 1, 2011, contribute on behalf of each employee seventy dollars and eighty six cents (\$70.86) per week to the Central States, Southeast and Southwest Areas Pension Fund.

The Company shall, effective June 1, 2012, contribute on behalf of each employee seventy-four dollars and forty cents (\$74.40) per week to the Central States, Southeast and Southwest Areas Pension Fund.

The Company shall, effective June 1, 2013, contribute on behalf of each employee seventy-seven dollars and thirty eight cents (\$77.38) per week to the Central States, Southeast and Southwest Areas Pension Fund.

The Company shall, effective May 31, 2013, contribute on behalf of each employee eighty dollars and forty eight cents (\$80.48) per week to the Central States, Southeast and Southwest Areas Pension Fund.

SECTION 2. This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations covered under this contract or for operations under the Central States, Southeast and Southwest Areas contracts to which Employers who are party to this contract are also parties.

SECTION 3. By the execution of the agreement, the Employer authorizes the Employer's Associations which are party hereto to enter into appropriate trust agreements

necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 4. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than six (6) months.

SECTION 5. Contributions to the Pension Fund must be made for each week on each regular employee, including weeks where work is performed for the Employer but not under the provisions of this Agreement, although contributions may be made for those weeks into some other pension fund.

SECTION 6. In the event that a casual, part-time or seasonal employee works 1000 hours or more in a twelve (12) month period, the employee will be considered a regular employee for the purposes of participation in the Central States Pension Fund and all hours worked by the employee thereafter (for the remainder of that year and all subsequent years) will require contributions to the Central States Pension Fund in the same manner and in the same amount as required by this contract for regular employees.

SECTION 7. In the event, during the term of this Agreement or after the expiration of this Agreement and before a new agreement or impasse is reached, the pension contribution rates specified herein should for any reason be increased, other than the agreed to contribution increases referenced herein Section 1 of this Article, by the Pension Plan Sponsor and/or any person or entity acting for or through such Pension Plan sponsor, it is agreed that the total amount of said increase(s) shall be offset dollar for dollar by a reduction in wages, contractual benefits (including paid time off), or any contributions to other fringe benefit plans in which the bargaining unit participates. This offset requirement includes 'surcharges' or 'excise taxes' (as such terms are defined in the PPA of 2006) that may be assessed against the employer, until such time as the parties reach an amended agreement subsequent to re-opening the labor agreement to address such mandated increases.

ARTICLE X **PAY DAY**

SECTION 1. All employees covered by this Agreement shall be paid by their Employer once each week, by Employer check, not including, however, such holdover period the Employer may have in effect for accounting purposes, which holdover period shall not exceed fourteen (14) days.

LABOR AGREEMENT

between

PENSKE TRUCK LEASING CO., L.P.

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL UNION NO. 135

BLOOMINGTON, INDIANA

MAY 1, 2011 through APRIL 30, 2016

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**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

This Agreement, made and entered into by and between Penske Truck Leasing Co., L.P. located in Bloomington, Indiana, hereinafter referred to as the "Employer", party of the first part, and LOCAL UNION NO. 135, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", party of the second part.

WITNESSETH: In consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE I RECOGNITION

SECTION 1. For the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, subject to and in accordance with the provisions of the Labor-Management Relations Act of 1947, the Employer recognizes the Union as the exclusive representative of Technicians and Customer Servicemen employed by Penske Truck Leasing Co., L.P. at its Bloomington, Indiana facility except those listed in Section 2 below.

In accordance with the provisions of Section 8(a) of the Labor Management Relations Act of 1947, all employees covered by this Agreement shall within thirty (30) days after the execution hereof or thirty (30) days after their employment during the term of this Agreement become members of the Union and retain such membership during the period of this Agreement.

SECTION 2. It is mutually agreed that the term "employee", for the purpose of this Agreement, shall include all Mechanics and Customer Servicemen but shall not include Shop Foremen, supervisory and clerical employees, and all employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

SECTION 3. The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours, and working conditions for the employees covered by this Agreement.

ARTICLE II CHECK OFF

SECTION 1. The Employer agrees that it will deduct regular and usual membership dues from the wages of employees who are covered by this Agreement provided that the Employer receives written assignments signed by each employee authorizing such deductions.

the Company shall be promptly complied with by all employees, provided, however, the Company shall pay for all such examinations. The Company reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

SECTION 3. Should the Company find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Company.

SECTION 4. Employees hired after the ratification of this Agreement will be eligible to enroll in the Penske New Hire Health Plan, as modified, on the 1st of the month following 60 days of employment. The terms and conditions of the Penske New Hire Health Plan may be revised from time to time and enrolled employees will enjoy any such revisions, which will automatically be extended to bargaining unit employees at the earliest feasible date, but no later than six (6) months from the date of such revision. After one (1) year from the date of hire, enrolled full-time employees will become eligible for coverage under the Flex Advantage Plan as otherwise provided for in this Agreement.

ARTICLE XIV **PENSION FUND**

SECTION 1. The Company shall, effective May 1, 2011, contribute on behalf of each employee one hundred twenty six dollars and fifty cents (\$126.50) per week to the Central States, Southeast and Southwest Areas Pension Fund. Effective May 1, 2012, this sum shall be increased to one hundred thirty two dollars and eighty cents (\$132.80) per week. Effective May 1, 2013 this sum shall be increased to one hundred thirty eight dollars and ten cents (\$138.10) per week. Effective May 1, 2014 this sum shall be increased to one hundred forty three dollars and sixty cents (\$143.60) per week. Effective May 1, 2015 this sum shall be increased to one hundred forty nine dollars and thirty cents (\$149.30) per week.

SECTION 2. This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Central States, Southeast and Southwest Areas contracts to which Employers are party to this contract are also parties.

SECTION 3. By the execution of this Agreement, the Employer authorizes the Employers Associations which are party hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 4. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to

work. However, such contributions shall not be paid for a period of more than twelve (12) months.

SECTION 5. Contributions will be remitted to the Central States Fund on behalf of all regular employees performing work covered by the collective bargaining agreement after they have been on the employer's payroll for 90 calendar days. Contributions to the Pension Fund must be made for each week on each regular employee, including weeks where work is performed for the Employer but not under the provisions of this Agreement, although contributions may be made for those weeks into some other pension fund. The parties agree that in the event that an individual is employed on a part-time status and works 1000 hours or more in any 12 month period, he will be considered a regular employee for the purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as is required by this contract for regular employees.

SECTION 6. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

SECTION 7. In the event, during the term of this labor agreement, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting through such Pension Plan Sponsor, it is agreed that the company may reopen negotiations for pension and wages only if the above occurs.

If the parties fail to mutually agree, the union shall have the right to strike.

ARTICLE XV **TOOL INSURANCE**

SECTION 1. The value of an employee's hand tools and tool box with a \$250.00 deductible of current value will be replaced or otherwise paid for by the Company due to theft or fire only to the extent and only in accordance with the following conditions:

1. The employee shall present to the Service Manager or his designee an inventory of tools and tool boxes, (including size and brand name) which must be kept on Company property. The Service Manager will mark through unapproved tools and return an approved photocopy, (signed by the employee and the Service Manager) to the employee of the tools which may be replaced by the Company in the event of theft or fire.
2. Miscellaneous tools lost or stolen from open boxes shall not be replaced by the Company.
3. The Company shall not replace tools or boxes that may be missing when the particular employee has not complied with appropriate security regulations.

LABOR AGREEMENT

between

PENSKE TRUCK LEASING CO., L.P.

PENSKE

and

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS,
TEAMSTERS "GENERAL" LOCAL UNION
NO. 200
Milwaukee, Wisconsin**



Dated: From April 1, 2011 through March 31, 2016

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DEPARTMENT**

LABOR AGREEMENT

This Agreement made and entered into by and between PENSKE TRUCK LEASING CO., L.P., hereinafter referred to as the "Company", and TEAMSTERS "GENERAL" LOCAL UNION NO. 200, of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein, and shall be binding upon the parties hereto and their successors and assignees.

ARTICLE 1 RECOGNITION

Section 1. The Company hereby recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours of employment, and other working conditions, for all employees in the following classifications, which comprise the bargaining unit.

UNIT: All truck technicians and helpers, leadmen, tiremen, lubricators and tankers, washers, janitors and miscellaneous help employed by Penske Truck Leasing Co., L.P., Milwaukee and Pewaukee, Wisconsin, excluding casual or part-time employees who work less than twenty (20) hours per week.

ARTICLE 2 UNION SECURITY

Section 1. As a condition of employment, all regular employees covered by this Agreement shall, no later than thirty (30) days after the execution of this Agreement, or in the case of new employees no later than the thirty days they achieve seniority, become members of the Union and remain members in good standing in the Union during the term of this Agreement, excluding casual or part-time employees who work less than twenty (20) hours per week. Membership in good standing is defined as regular payment of dues or service fees, or proper filing of withdrawal card.

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Section 2. The Company will notify all new employees that upon completion of their sixty (60) day's worked probationary period they must join the Union, and that they shall remain members in good standing as a condition of employment. The probationary period may be extended by mutual agreement of the parties for up to an additional thirty (30) days. The Union Steward will sign up new employees at seniority and give a brief orientation.

automatically be extended to employees covered by this Agreement at the earliest feasible date but not later than six (6) months from the date of such revisions. The Employer may make these changes in this plan design during the term of this Agreement so long as these changes are uniform across the Company.

Section 2. Current employee premium contributions shall be required for coverage under their Employer provided Managed Care Program as follows:

Date	For Year	DCC Weekly Rate
4/1/11	2011-12	\$0.00
4/1/12	2012-13	\$0.00
4/1/13	2013-14	\$36.53
4/1/14	2014-15	\$36.53
4/1/15	2015-16	\$36.53

Section 3. Employees hired after the date of ratification of this Agreement ("New Hires") will be eligible to enroll in the Penske SRC Benefit Plan, as modified, on the 1st of the month following 60 days of employment. The terms and conditions of the Penske SRC Benefit Plan shall be revised from time to time and any such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revision. The Employer may make these changes in this plan design during the term of this Agreement so long as these changes are uniform across the Company.

Section 4. The parties agree that the Union may at the term of this Agreement offer a competitive health care option for consideration during negotiations for a renewed labor agreement.

ARTICLE 18 PENSION

Section 1. The Company shall contribute to a Pension Fund the following beginning on April 1 of each contract year:

Date	For PY	% Increase	Weekly Rate
4/1/11	2011-12	6%	126.50
4/1/12	2012-13	5%	132.80
4/1/13	2013-14	4%	138.10
4/1/14	2014-15	4%	143.60
4/1/15	2015-16	4%	149.30

Section 2. This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement for operations under this Agreement for operations under the Southeast and Southwest Areas Agreements to which companies who are party to this agreement are also parties.

Section 3. By the execution of this Agreement, the Company authorizes the Employers' Associations who are parties hereto, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 4. If an employee is absent because of illness or off-the-job injury and notified the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 5. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement including weeks where work is performed for the Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

Section 6. The Employer shall provide for any regular full-time employee, who voluntarily chooses, the ability to participate in the TEAMSTERS-NATIONAL 401 (k) SAVINGS PLAN.

SECTION 7. In the event that a part-time employee works 1000 hours or more in a twelve (12) month period, the employee will be considered a regular or extra employee for the purposes of participation in the Central States Pension Fund and all hours worked by the employee thereafter (for the remainder of that year and all subsequent years) will require contributions to the Central States Pension Fund in the same manner and in the same amount as required by this contract for regular employees.

SECTION 8. In the event, during the term of this Agreement or after the expiration of this Agreement and before a new agreement or impasse is reached,

the pension contribution rates specified herein should for any reason be increased, other than the agreed to contribution increases referenced herein Section 1 of this Article, by the Pension Plan Sponsor and/or any person or entity acting for or through such Pension Plan sponsor, it is agreed that the total amount of said increase(s) shall be offset dollar for dollar by a reduction in wages. This offset requirement includes "surcharges," "excise taxes," "fines" or "penalties" (as such terms are defined in the PPA of 2006) that may be assessed against the employer, until such time as the parties reach an amended agreement to offset any such mandated increases.

ARTICLE 19 SICK LEAVE

Section 1. All employees with starting dates prior to April 1, who have fulfilled their probationary period shall be entitled to three (3) days' sick leave per contract year.

Section 2. Sick leave not used by March 31st of any contract year will be paid on March 31st at 125% of the applicable hourly rate in existence on that date. Each day of sick leave will be paid for on the basis of eight (8) hours' straight-time pay at the applicable hourly rate for those assigned to the five (5) day week and ten (10) hours for those assigned to the four (4) day week.

ARTICLE 20 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. All disputes between the parties shall be settled in accordance with the grievance and arbitration procedure and there shall be no strikes or cessation of work by the employees or lockouts by the Employer during the term of this Agreement.

Section 2. In the event of any grievance, complaint or dispute on the part of any employee, it shall be handled in the following manner:

- STEP 1. The grievance shall first be taken up with immediate supervisor within three (3) working days of the alleged violation.

- STEP 2. If not resolved in Step 1, the aggrieved employee must reduce his complaint in writing and submit it to the district manager or his designee within five workdays of the step 1 meeting. The district manager or his designee will meet with the employee and the Union steward as soon as practical to attempt to resolve the matter.

LABOR AGREEMENT

between

PENSKE TRUCK LEASING CO., L.P.

and

*INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION NO. 541*

KANSAS CITY, MISSOURI

JANUARY 1, 2012 – DECEMBER 31, 2016

RECEIVED

FEB 09 2012

**CONTRACT
DEPARTMENT**

Final 1/23/2012

AGREEMENT

Agreement between the PENSKE TRUCK LEASING CO., L. P. 1111 North Century Drive, Kansas City, Missouri 64120-1906 (hereinafter called the Employer) and the Teamsters Local Union No.541 affiliated with the International Brotherhood of Teamsters, (hereinafter called the Union).

ARTICLE 1 - PURPOSE

Section 1. This agreement is entered into in consideration of the mutual performance thereof in good faith by both parties. The intention of this Agreement is to establish harmonious relations between the Company and the Union and its membership and to promote the general welfare of the Company and the employees. The parties to this Agreement agree to cooperate in every reasonable way in carrying out the provisions hereof and to exchange such information with respect hereto harmonious relations. It is understood that all differences and disputes will be settled in accordance with the provision outlined in this Agreement.

ARTICLE 2 - RECOGNITION

Section 1. Employer recognized the Union as the bargaining representative of its employees with respect to wages, hours, and other conditions of employment. The term "employee" as used in this Agreement covers all mechanics at the Employer's garage at 1111 North Century Drive, Kansas City, Missouri 64120-1906, including helpers and utility men, and new classifications that may be added to this bargaining unit in the future, but excluding office clerical employees, professional and confidential employees, guards, management trainees, foremen and supervisors, as defined by the National Labor Relations Act as amended.

Section 2. The Union has the right to designate one (1) shop steward and one (1) alternate, whose duty it shall be to cooperate with the Employer and the employees in the bargaining unit in the proper performance of the terms and conditions of this Agreement. His activities as shop steward shall not interfere with his work for the Employer or the work of other employees. The name of such steward and any changes therein shall be sent by Registered Mail, Return Receipt Requested, to the Employer by the Union. Until this is received by the Employer, as above, no Union Steward will be recognized. Shop steward and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union to the Employer as described hereinafter in this Agreement.

APPENDIX "B"

Section 1. For each of the Employer's probationary and regular employees covered by this Agreement, the Employer shall contribute to the Central States, Southeast and Southwest Areas, Pension Fund as follows:

- A) Effective January 1, 2012, the Employer shall contribute the sum of One Hundred Twenty Six Dollars and Thirty Seven Cents (\$126.37) per week.
- B) Effective January 1, 2013, the Employer shall contribute the sum of One Hundred Thirty Two Dollars and Sixty Nine Cents (\$132.69) per week.
- C) Effective January 1, 2014 the Employer shall contribute the sum of One Hundred Thirty Eight Dollars (\$138.00) per week.
- (D) Effective January 1, 2015. The Employer shall contribute the sum of One Hundred Forty Three Dollars and Fifty Two Cents (\$143.52) per week.
- (E) Effective January 1, 2016, the Employer shall contribute the sum of One Hundred Forty Nine Dollars and Twenty Six Cents (\$149.26) per week.

Section 2. The obligation to pay for and make the required weekly contribution for the Pension Program hereby established for probationary and regular employees of the Employer shall rest solely with the Employer, except as hereinafter provided.

Section 3. The Employer shall pay and make the weekly contribution for the pension Program hereby established for each week worked by a probationary and regular employee, even though such employee may work for the Employer only part time during such week. If such employee is absent from work during any week because of illness or noncompensable injury and notified the Employer of such absence, the Employer shall continue pay and make the required contributions, so long as the employee is on the Employer's regular seniority list, but for a period of not more than four (4) weeks. If such employee is absent from work during any week due to compensable injury, the Employer shall continue to pay and make such weekly payments, so long as the employee is on the Employer's regular seniority list, but for a period of not more than six (6) months.

Section 4. If an employee is absent from work during any week due to lay-off or leave of absence granted by the Employer, the Employer shall not be required to pay or make any weekly contribution for such employee. However, if any such regular employee so desired, he may continue his Pension Program contributions so long as he is on the Employer's regular seniority list by making prior arrangements with the Employer, who shall collect from such employee sufficient moneys for the Employer to make the weekly contribution due the pension fund on account of such employee during any such absence.

Section 5. The existing retirement policies of any Employer signatory to this Agreement with respect to age and physical or mental ability are completely independent of the Employer's obligations under this Article.

Section 6. By the execution of this Agreement, the Employer agrees to enter into appropriated trust agreements necessary for the administration of such pension fund and to designate the Employer's trustees under such Agreement, hereby waiving all notices hereof and ratifying all actions already taken or to be taken by such trustees in the scope of their authority.

Section 7. Failure of the Employer to pay or make any contribution for the Pension Program as hereinabove provided shall relieve the Union of its no-strike obligation with respect to such Employer, unless there is a bona fide dispute as to the amount owed, in which case the matter shall be resolved under the provision of Article 17 hereof.

Section 8. Continued contribution to the Pension Program herein above provided shall be conditioned upon the continued qualification of this Pension Program under the Internal Revenue Code allowing the Employer to deduct payments made hereunder.

Section 9. Teamsters National 401(k) Savings Plan

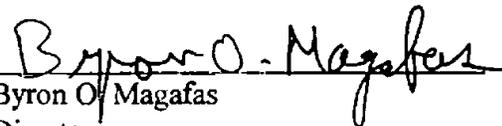
The Company hereby agrees to participate in the Teamsters National 401(k) Savings Plan (the Plan) on behalf of all employees represented for purposes of collective bargaining under this agreement.

The Company will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Company will forward the withheld sum to State Street Bank or its successor at such time in such form and manner as required pursuant to the Plan and Declaration of Trust (Trust).

The Company will execute a Participation Agreement with Local 541 and the Trustees of the Plan evidencing employee participation in the plan prior to any employee deferral being received by the Plan.

In addition, the Company agrees to require the payroll system to provide separate paycheck deductions so that the Plan may allow participation loans. The Company further agrees, at such time as it is administratively feasible to require the payroll system to provide separate paycheck deductions so that the Plan may allow after tax contributions.

PENSKE TRUCK LEASING CO., L.P.


Byron O. Magafas
Director
Labor Relations

TEAMSTERS LOCAL UNION 541


Ted L. Cope
President
Business Representative

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FEB 09 2012

CONTRACT
DEPARTMENT

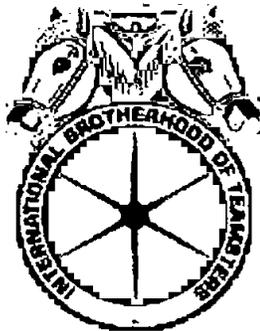
LABOR AGREEMENT

between

PENSKE

PENSKE TRUCK LEASING CO., L.P.

and



RECEIVED

MAY 06 2015

CONTRACT
DEPARTMENT

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION NO. 528
Atlanta, Georgia**

Dated: January 1, 2015 through December 31, 2018

LABOR AGREEMENT

By and between PENSKE TRUCK LEASING CO., L.P. in Atlanta, Georgia, party of the first part, hereinafter referred to as the "Employer" and GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, representing all the employees in the classifications herein set forth in schedule "A", as certified under National Labor Relations Board Case No. 10-RC-4249, hereinafter referred to as the "Union".

ARTICLE I **RECOGNITION**

SECTION 1. The Employer agrees to recognize the Union as the exclusive representative of all the employees in the classifications herein set forth in Schedule "A" for the purpose of collective bargaining in respect to rates of pay, wages, hours of work or other conditions of employment. The Employer agrees to give equal consideration to the prospective employees furnished through the employment facilities of the Union when in need of employees working in the various classifications covered by this Agreement.

SECTION 2. The Employer agrees that all conditions of employment relating to wages, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement except as modified in this Contract.

SECTION 3. Outside vendors will not do traditional bargaining unit work if bargaining unit members are on lay-off. Any work performed by an outside vendor shall not displace any Penske associate. Outside vendors shall comply with Penske safety procedures and standards while in the facility.

ARTICLE II **MANAGEMENT RESPONSIBILITY**

SECTION 1. Subject to the provisions of this Agreement, it is agreed that the Employer retains the sole and exclusive right to manage the affairs of the business and to direct the working forces of the Employer. Such functions of management include, but are not limited to, the right to: hire, promote, discharge or discipline for cause, layoff employees, maintain efficiency of employees; determine job contents and the amount and types of work needed; allocate the assignments of work; from time to time establish shifts; schedule work and establish standards.

ARTICLE III **JOB STEWARDS**

SECTION 1. The Employer recognizes the right of the Union to designate Job Stewards and alternates

ARTICLE XXIII
HOSPITALIZATION AND LIFE INSURANCE

SECTION 1. Employees covered by this Agreement will be covered by the Penske Open Access Plan as modified. The terms and conditions of the Open Access Plan as modified shall be revised from time to time and such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date but not later than six (6) months from the date of such revisions.

SECTION 2. Associates hired on or after the date of ratification of this Agreement, ("New Hires") will be eligible to enroll in the Penske New Hire Plan, as modified, on the 1st of the month following 60 days of employment for one (1) year, after which time they will be eligible to enroll in the Penske Flex program. The terms and conditions of the Penske New Hire Plan shall be revised from time to time and any such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revision. Penske New Hire Plan shall comply with Federal Law.

ARTICLE XXIV
PENSION

SECTION 1. The Employer agrees with the Union in the matter of subscribing to the Central States, Southeast and Southwest Areas Pension Fund, Plan "B" in accordance with the terms set forth below. It is further agreed that in subscribing to the Central States, Southeast and Southwest Areas Pension Fund, employees covered by this contract are ineligible to participate in any Employer Pension Plan(s) now existing or in any future plan(s).

SECTION 2. On the effective date of this Agreement and continuing thereafter, the Company agrees to contribute the specified weekly amounts for each employee in the bargaining unit to the Central States Southeast and Southwest Areas Pension Fund.

Effective January 1, 2015	-	\$143.62 per week
Effective January 1, 2016	-	\$149.36 per week
Effective January 1, 2017	-	\$155.34 per week
Effective January 1, 2018	-	\$161.55 per week

The Employer will contribute only to the levels agreed to and any other funding requirements will come from the employee's wages.

SECTION 3. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement for operations under the Southeast and Central States Area Agreements to which Employers who are party to this Agreement are also parties.

SECTION 4. By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement,

hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

In the event, during the term of this labor agreement or after the expiration of this Agreement and before a new Agreement or impasse is reached, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting for or through such Pension Plan Sponsor, it is agreed that the Employer shall have the right to reopen the contract for negotiations.

SECTION 5. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

SECTION 6. Contributions to the Pension Fund must be made for each week for each employee. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

SECTION 7. Employees may participate in the National Teamsters 401(K) Plan on pre-tax basis by voluntary payroll deduction.

ARTICLE XXV JURY DUTY

SECTION 1. The Employer agrees to pay the difference between a full day's pay at straight time hourly classification rates and his jury pay for each day an employee is required to serve on any jury, provided, his department is scheduled to work on the day or days actually served on the jury.

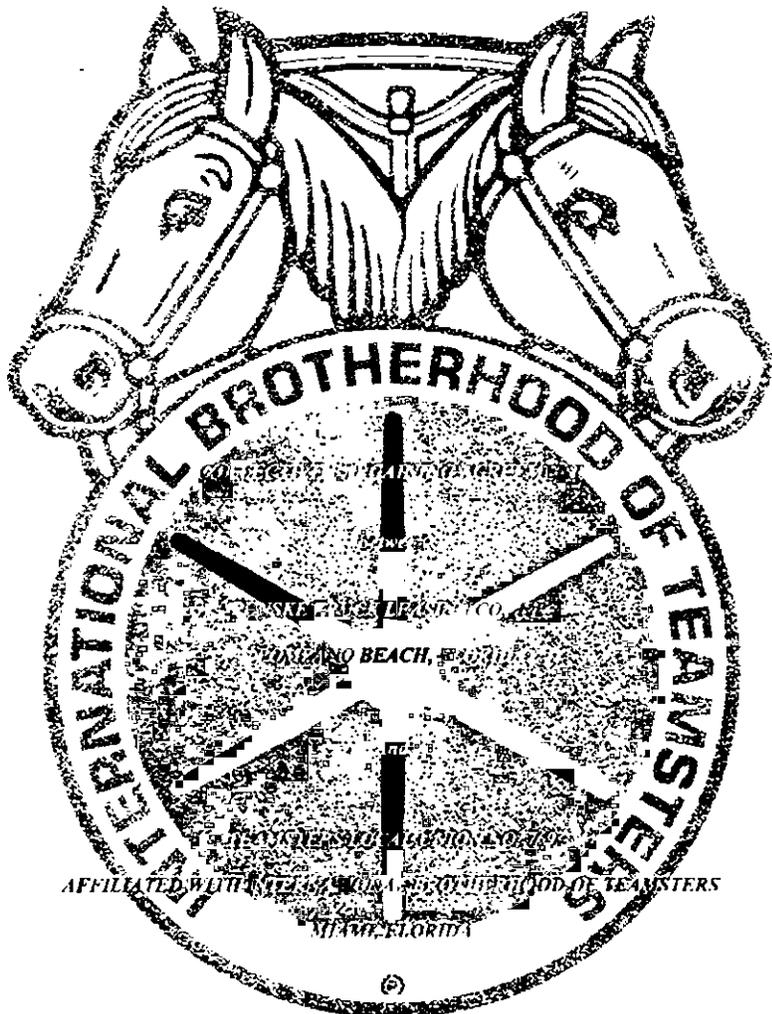
ARTICLE XXVI NO DISCRIMINATION

SECTION 1. The Employer and the Union will not discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any employee by reason or race, creed, color, age, sex, being handicapped, or membership or activity in the Union.

SECTION 2. The use of the masculine gender in this Agreement shall include both male and female.

ARTICLE XXVII SICK LEAVE

SECTION 1. After successful completion of their probationary period, employees on a 5-8's schedule



NOVEMBER 20, 2012 THROUGH NOVEMBER 19, 2017

RECEIVED

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CONTRACT
DEPARTMENT

LABOR AGREEMENT

This Agreement entered into between PENSKE TRUCK LEASING CO., L.P. in POMPANO BEACH, Florida hereinafter referred to as the "Employer", and FREIGHT DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION 769 of Miami, Dade County, Florida, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WITNESSETH

In the consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE I RECOGNITION

SECTION 1. For the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, the Employer recognizes the Union as the exclusive representative of all Customer Service and Technicians employed by the Employer in Pompano Beach and Broward County, Florida. It is mutually agreed that the term "employee", for the purpose of this Agreement, shall only include all Technicians and Customer Service, but shall not include: Shop Foremen, Supervisory and Clerical employees, and all employees with authority to supervise, hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

SECTION 2. The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

SECTION 3. The Employer agrees to deduct from the pay of all employees covered by this Agreement - Dues, Initiation Fees, and/or uniform assessments of the Local Union, provided that at the time of such deduction there is in the possession of the Employer a subsisting written agreement executed by the employee authorizing such deduction by the Employer. Assignment currently in effect will continue effective in accordance with the terms. Said assignments shall be irrevocable for not more than one (1) year or beyond the termination date of this Agreement, or any successor Agreement, whichever occurs sooner. Said agreement can be revoked when the employee who has executed the assignment given written notice to the Employer (and the Union) at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of said assignment of his desire to revoke the same.

No deduction shall be made which is prohibited by applicable Federal or State law. The Employer agrees that upon receipt of any notice of revocation of said check-off assignment, that it will immediately, within twenty-four (24) hours, notify the Union that it

SECTION 1. Uniforms shall be furnished by the Employer, where required, in sufficient number and worn by the employee in accordance and as necessary to maintain the Employer's standard of neatness and cleanliness. The Employer shall furnish six (6) sets of uniforms to each employee. The Employer shall provide at least one (1) winter jacket throughout the contract term within thirty (30) days of ratification.

**ARTICLE XIII
HOSPITALIZATION**

SECTION 1. Employees covered by this Agreement will be covered by the Penske Health and Income Protection Plan as modified, a copy of which is hereto annexed. The terms and conditions of the Penske Health and Income Protection Plan as modified shall be revised from time to time and such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revision.

SECTION 2. If an employee is absent because of illness or off-the-job injury, the Employer shall continue to make contributions to the Health and Welfare Fund for a period of four (4) weeks. If an employee is injured on the job, or on layoff, the Employer shall continue to make contributions to the Health and Welfare Fund for a period of six (6) months. This applies to regular employees who are presently employed, as of the effective date of this Agreement.

**ARTICLE XIV
PENSION**

SECTION 1. Effective November 20, 2012, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of one hundred sixty eight dollars and seventy cents (\$168.70) per week.

Effective: November 20, 2012:	\$168.70 per week
November 20, 2013:	\$182.20 per week
November 20, 2014:	\$193.10 per week
November 20, 2015:	\$ 204.70 per week
November 20, 2016:	\$ 217.00 per week

In the event, during the term of this labor agreement or after the expiration of this agreement and before a new agreement or impasse is reached, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting for or through such Pension Plan Sponsor, or should the Employer receive any assessments of "surcharges" or "excise taxes" related to the Pension Fund (as such terms are defined in the PPA of 2006), it is agreed that the Employer may reopen the agreement for negotiations. In the event an impasse is reached upon reopening, the Union shall have the right to engage in strike action and other legal self help. This provision ends and is subject to re-negotiation at the termination of this

agreement, and any extension hereto.

SECTION 2. If an employee is absent because of illness or off-the-job injury, the Employer shall continue to make contributions to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST PENSION FUND for a period of four (4) weeks. If an employee is injured on the job, or on lay-off, the Employer shall continue to make contributions to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for a period of six (6) months. This applies to regular employees who are presently employed as of the effective date of this Agreement.

SECTION 3. Effective November 20, 2004, employees may voluntarily participate in the Teamsters National 401k Plan.

ARTICLE XV JURY DUTY

SECTION 1. Any employee who has acquired seniority status who is required to serve on a Municipal, County or Federal Jury shall, when so serving, be paid the difference between the amount paid for such service and the employee's regular hourly wage rate. Time spent on jury duty will be considered time worked for the purpose of Employer contributions to health and welfare, pension plans, vacation eligibility and payment, and seniority.

SECTION 2. To qualify for payment under Section 1, an employee must notify his Supervisor no later than the first (1st) scheduled workday after receipt of notice for selection for jury duty.

SECTION 3. If the employee is subsequently excused from attendance at court, or if such jury duty for any day shall otherwise end prior to the close of the employee's regularly scheduled working day, the employee shall work the remainder of his regular working schedule, allowing a reasonable period to travel to his place of work.

SECTION 4. In order to be eligible for the differential payments permitted under this Article, the employee must furnish a written statement from the appropriate public authority showing the date and time served and the amount of pay received.

SECTION 5. When a 2nd or 3rd shift employee is summoned to jury duty, the employee will not be required to work more than 50% of their scheduled shift for that day.

ARTICLE XVI DISCHARGE

SECTION 1. The Employer will not discharge or suspend any employee without just cause and shall give at least one warning of the complaint against such employee, in writing to the Union and the employee, before he is discharged or suspended for a repetition of the same complaint, except in cases of absenteeism or tardiness when two (2) letters of

PENSKE TRUCK LEASING CO.
(PAMPANO BEACH, FL)
ACCOUNT NO.: 6239240-0503-00769-A

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund at the following weekly rates:

<u>Effective Date</u>	<u>Weekly Rate</u>
November 20, 2013	\$182.20
November 20, 2013	\$193.10
November 20, 2014	\$204.70
November 20, 2015	\$217.00
November 20, 2016	\$235.70

PENSKE TRUCK LEASING

LOCAL UNION NO. 769

By: Alex G. Ozlin, Esq.

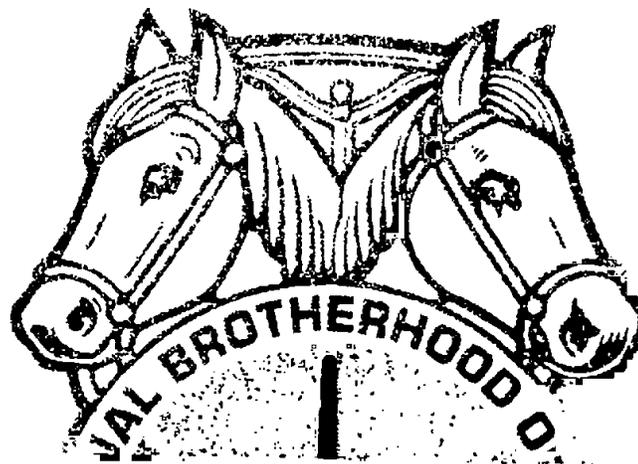
By: [Signature]

Title: Man. Labor Relations

Title: President

Date: 3/11/2014

Date: 3/11/14



LABOR
AGREEMENT

BETWEEN
PENSKE TRUCK LEASING CO., L.P.
&
LOCAL UNION NO. 769-INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
MIAMI, FLORIDA

PENSKE

November 20, 2012 Thru November 19, 2016

LABOR AGREEMENT

This Agreement entered into between PENSKE TRUCK LEASING CO., L.P. in Miami, Florida, hereinafter referred to as the "Employer", and FREIGHT DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION 769 of Miami, Dade County, Florida, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WITNESSETH

In the consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE I RECOGNITION

SECTION 1. For the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, the Employer recognizes the Union as the exclusive representative of all Customer Service and Technicians employed by the Employer in Miami and Dade County, Florida. It is mutually agreed that the term "employee", for the purpose of this Agreement, shall only include all Technicians and Customer Service, but shall not include: Shop Foremen, Supervisory and Clerical employees, and all employees with authority to supervise, hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

SECTION 2. The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

SECTION 3. The Employer agrees to deduct from the pay of all employees covered by this Agreement - Dues, Initiation Fees, and/or uniform assessments of the Local Union, provided that at the time of such deduction there is in the possession of the Employer a subsisting written agreement executed by the employee authorizing such deduction by the Employer. Assignment currently in effect will continue effective in accordance with their terms. Said assignments shall be irrevocable for not more than one (1) year or beyond the termination date of this Agreement, or any successor Agreement, whichever occurs sooner. Said agreement can be revoked when the employee who has executed the assignment given written notice to the Employer (and the Union) at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of said assignment of his desire to revoke the same.

No deduction shall be made which is prohibited by applicable Federal or State law. The Employer agrees that upon receipt of any notice of revocation of said check-off assignment, that it will immediately, within twenty-four (24) hours, notify the Union that it

ARTICLE XIII
HOSPITALIZATION

SECTION 1. Employees covered by this Agreement will be covered by the Penske Health and Income Protection Plan as modified, a copy of which is hereto annexed. The terms and conditions of the Penske Health and Income Protection Plan as modified shall be revised from time to time and such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revision.

SECTION 2. If an employee is absent because of illness or off-the-job injury, the Employer shall continue to make contributions to the Health and Welfare Fund for a period of four (4) weeks. If an employee is injured on the job, or on layoff, the Employer shall continue to make contributions to the Health and Welfare Fund for a period of six (6) months. This applies to regular employees who are presently employed, as of the effective date of this Agreement.

ARTICLE XIV
PENSION

SECTION 1. Effective November 20, 2012, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of one hundred eighty two dollars and twenty cents (\$182.20) per week.

Effective: November 20, 2013:	\$193.10 per week
November 20, 2014:	\$204.70 per week
November 20, 2015:	\$217.00 per week

In the event, during the term of this labor agreement or after the expiration of this agreement and before a new agreement or impasse is reached, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting for or through such Pension Plan Sponsor, or should the Employer receive any assessments of "surcharges" or "excise taxes" related to the Pension Fund (as such terms are defined in the PPA of 2006), it is agreed that the Employer may reopen the agreement for negotiations. In the event an impasse is reached upon reopening, the Union shall have the right to engage in strike action and other legal self-help. This provision ends and is subject to re-negotiation at the termination of this agreement, and any extension hereto.

SECTION 2. If an employee is absent because of illness or off-the-job injury, the Employer shall continue to make contributions to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST PENSION FUND for a period of four (4) weeks. If an employee is injured on the job, or on lay-off, the Employer shall continue to make contributions to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for a period of six (6) months. This applies to regular employees who are presently employed as of the effective date of this Agreement.

SECTION 3. Effective November 20, 2004, employees may voluntarily participate in the Teamsters National 401k Plan.

ARTICLE XV
JURY DUTY

SECTION 1. Any employee who has acquired seniority status who is required to serve on a Municipal, County or Federal Jury shall, when so serving, be paid the difference between the amount paid for such service and the employee's regular hourly wage rate. Time spent on jury duty will be considered time worked for the purpose of Employer contributions to health and welfare, pension plans, vacation eligibility and payment, and seniority.

SECTION 2. To qualify for payment under Section 1, an employee must notify his Supervisor no later than the first (1st) scheduled workday after receipt of notice for selection for jury duty.

SECTION 3. If the employee is subsequently excused from attendance at court, or if such jury duty for any day shall otherwise end prior to the close of the employee's regularly scheduled working day, the employee shall work the remainder of his regular working schedule, allowing a reasonable period to travel to his place of work.

SECTION 4. In order to be eligible for the differential payments permitted under this Article, the employee must furnish a written statement from the appropriate public authority showing the date and time served and the amount of pay received.

SECTION 5. When a 2nd or 3rd shift employee is summoned to jury duty, the employee will not be required to work more than 50% of their scheduled shift.

ARTICLE XVI
DISCHARGE

SECTION 1. The Employer will not discharge or suspend any employee without just cause and shall give at least one warning of the complaint against such employee, in writing to the Union and the employee, before he is discharged or suspended for a repetition of the same complaint, except in cases of absenteeism or tardiness when two (2) letters of warning are necessary before discharge or suspension. (Such notice shall expire after six (6) months). Discharge or suspension must be by proper written notice to the employee affected, with a copy sent to the Union. No warning notice need be given in the case of dishonesty, violation of the workplace violence policy, as amended, violation of the anti-harassment policy, as amended, being under the influence of narcotics or intoxicating beverages, or the use of either while on duty or Company property, failure to immediately report any accident which has resulted in personal injury or property damage, permitting unauthorized persons to ride in the Employer's vehicles, willful destruction of the Employer's or fellow employee's property, or public property, theft, willful falsification of application for employment, becoming involved in a serious motor vehicle accident due to

LABOR AGREEMENT

between

PENSKE TRUCK LEASING CO., L.P.

and

**AUTOMOTIVE, PETROLEUM AND ALLIED
INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618**

ST. LOUIS, MISSOURI

AUGUST 1, 2010- JULY 31, 2015

[CSRs, Sr. Rental Reps, Office]

RECEIVED

DEC 28 2010

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement entered into this 1st day of August, 2010, by and between PENSKE TRUCK LEASING CO., L.P. as specifically applying to its stations located in St. Louis, Missouri, hereinafter referred to as the "Company", and the AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, St. Louis, Missouri, hereinafter referred to as the "Union".

WITNESSETH: In consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows:

RECOGNITION

For the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, the Company recognizes the Union as the exclusive representative of all garage employees, Sr. Rental Representatives, and office and clericals at the locations listed in Appendix A.

It is mutually agreed that the term "employee" for the purpose of this Agreement shall include all Customer Service I, Customer Service II, Sr. Rental Representatives, and office and clericals at the locations listed in Appendix A, but shall not include Management Trainees, non-working foremen or supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of the employees or effectively recommend such action.

For the purposes of this Agreement, Sr. Rental Representatives shall be defined as those employees hired into "Management Trainee" positions, and who have worked in that position for two or more years.

ARTICLE I UNION SECURITY

SECTION 1. All present employees who are members of the Union shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing in the Union as a condition of employment on and after the 30th day following the beginning of their employment, or on and after the 30th day following the effective date of this contract, whichever is later.

SECTION 2. NEW EMPLOYEES - The Company will notify all new employees that upon completion of the thirty (30) day period of employment they must become members of the union, and that they shall remain members in good standing as a condition of employment.

SECTION 3. The Company shall give preference when hiring employees to former employees in order of actual bargaining unit seniority who have had at least ninety (90) days employment within a

APPENDIX "A"

PENSKE TRUCK LEASING CO., L.P.

Earth City, Missouri, Location 0720-10
St. Peters, Missouri, Location 0740-10
St. Louis-7th Street, Missouri, Location 0770-10

Agreement entered into this 1st day of August, 2010 by and between PENSKE TRUCK LEASING CO., L.P. St. Louis, Missouri, and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL #618, St. Louis, Missouri, shall become effective as of August 1, 2010 and shall remain in full force and effect to and including July 31, 2015 and shall continue in full force and effect from year to year thereafter unless notice to modify or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the renewal date of any subsequent year. Should no written notice be given by either party, this Agreement shall automatically continue from year to year.

PENSION PLAN

The Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, as follows:

Effective August 1, 2010:	\$173.90 per week
Effective August 1, 2011:	\$184.30 per week
Effective August 1, 2012:	\$193.50 per week
Effective August 1, 2013:	\$201.20 per week
Effective August 1, 2014:	\$209.20 per week

- a) On each regular or extra employee who has been on the payroll thirty (30) days or more. (Note 1.)
- b) On each regular or extra employee who has worked in any week or portion thereof.
- c) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.
- d) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.
- e) If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

(Note 1) For purposes of defining "Extra employee", it is understood such employee is current in the

employ of the contributing Employer, having passed the thirty (30) day probationary period and works intermittently.

DELINQUENCY - PENSION FUND - Notwithstanding anything herein contained it is agreed that in the event Employer is delinquent at the end of a period in the payment of his contribution to the Pension Fund created under this contract, in accordance with the rules and regulations of the Trustees of such Fund, the employees or their representatives, after the proper official of the Local Union shall have given 72-hour written notice to the Employer of such delinquency in pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom.

In the event, during the term of this labor agreement or after the expiration of this agreement and before a new agreement or impasse is reached, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor, it is agreed that the Company shall have the right to reopen the contract for negotiations, solely for the purpose of addressing the economic issue presented by the Pension increase.

HEALTH AND WELFARE

Employees covered by this Agreement will be covered by the Penske Flex Advantage Plan as modified. The terms and conditions of the Penske Flex Advantage Plan as modified shall be revised from time to time and such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date but not later than six (6) months from the date of such revisions.

Employees hired on or after the ratification of this Agreement will be eligible to enroll in the Aetna Affordable Health Choice, as modified, on the 1st of the month following 60 days of employment. The terms and conditions of the Aetna Affordable Health Choice may be revised from time to time and enrolled employees will enjoy any such revisions, which will automatically be extended to bargaining unit employees at the earliest feasible date, but no later than six (6) months from the date of such revision. After one (1) year from date of hire, enrolled full-time employees will become eligible for coverage under the Flex Advantage Plan as otherwise provided for in this Agreement.

WAGES AND CLASSIFICATIONS

Effective after ratification of this Agreement, full-time employees on the active payroll in the following classifications shall receive the following lump sum payment as provided, in lieu of first year hourly wage increase: all classifications: \$1,000.

Customer Service I:

<u>08/01/11</u>	<u>08/01/12</u>	<u>08/01/13</u>	<u>08/01/14</u>
\$19.95	\$20.20	\$20.50	\$20.85

Customer Service II

<u>08/01/11</u>	<u>08/01/12</u>	<u>08/01/13</u>	<u>08/01/14</u>
\$15.75	\$16.00	\$16.30	\$16.65

2. An Employee that is washing vehicles will not be required to fuel when the temperature is ten (10) degrees or colder.

3. Sr. Rental Representatives

<u>08/01/11</u>	<u>08/01/12</u>	<u>08/01/13</u>	<u>08/01/14</u>
\$18.00	\$18.25	\$18.55	\$18.90

4. Office/Clerical

	<u>08/01/10</u>	<u>08/01/11</u>	<u>08/01/12</u>	<u>08/01/13</u>	<u>08/01/14</u>
Start	\$15.40	\$15.65	\$15.90	\$16.20	\$16.55
18 Months	\$16.90	\$17.15	\$17.40	\$17.70	\$18.05
36 Months	\$17.40	\$17.65	\$17.90	\$18.20	\$18.55

PENSKE TRUCK LEASING CO., L.P.
St. Louis, Missouri

AUTOMOTIVE, PETROLEUM AND
ALLIED INDUSTRIES EMPLOYEES
UNION, LOCAL NO. 618
St. Louis, Missouri

RECEIVED


BYRON O. MAGAFAS
Director, Labor Relations


MIKE FOSTER
President

DEC 28 2010

CONTRACT
DEPARTMENT

12/16/10
DATE

12/17/10
DATE

LABOR AGREEMENT

between

PENSKE TRUCK LEASING CO., L.P.

and

TEAMSTERS LOCAL UNION NO. #79

TAMPA, FLORIDA

MARCH 11, 2014 – MARCH 10, 2018

RECEIVED

JUN 02 2014

**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

This Agreement entered into between PENSKE TRUCK LEASING CO., L.P. as specifically applying to its Truck Leasing Stations in Tampa and St. Petersburg, Florida, and their respective metropolitan areas hereinafter referred to as the "Employer" and TEAMSTERS LOCAL UNION NO. 79 affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

WITNESSETH

In the consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE 1 RECOGNITION

SECTION 1. For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment, the Employer recognizes the Union as the exclusive representative of all Customer Service and Technical Employees employed by the Employer at its facilities located at 9101 Palm River Road, Tampa Florida, and 12221 34th North, St. Petersburg, Florida. It is mutually agreed that the term "employee", for the purpose of this Agreement, shall only include all Technicians and Customer Servicemen, but shall not include: Shop Foremen, Supervisory and Clerical employees, and all employees with authority to supervise, hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

SECTION 2. The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

SECTION 3. The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees, and/or uniform assessments of the Local Union, provided that at the time of such deduction there is in the possession of the Employer a subsisting written agreement executed by the employee authorizing such deduction by the Employer. Assignments currently in effect will continue effective in accordance with their terms. Said assignments shall be irrevocable for not more than one (1) year or beyond the termination date of this Agreement, or any successor Agreement, whichever occurs sooner. Said agreement can be revoked when the employee who has executed the assignment given written notice to the Employer and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of said assignment of his desire to revoke the same. No deduction shall be made which is prohibited by applicable Federal or State law. The Employer agrees that upon receipt of any notice of revocation of said check-off assignment, that Employer will notify the Union of such revocation of check-off authorization. The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken

anniversary and have been employed for the entire year. To obtain a vacation for the second and subsequent years, the employee must work a minimum of 156 days in each anniversary year but need not be employed for the entire year. Not more than one vacation will be earned in any twelve (12) months period.

Vacation shall be taken during the vacation period which will be from January 1 through December 31 inclusive.

SECTION 2. Each employee having one (1) year's seniority as of his eligibility date and who is otherwise eligible for vacation pay according to the above provisions shall be entitled to one (1) week vacation with pay. Each employee having two (2) years' seniority as of his eligibility date shall be entitled to two (2) weeks vacation with pay. Each employee having seven (7) years' seniority as of his eligibility date shall be entitled to three (3) weeks vacation with pay. Each employee having fifteen (15) years seniority as of his eligibility date shall be entitled to four (4) weeks vacation with pay. Each employee having twenty-three (23) years seniority as of his eligibility date shall be entitled to five (5) weeks vacation with pay.

SECTION 3. A one (1) week vacation with pay shall be computed on the basis of a forty (40) hour week multiplied by the employee's contractual straight time hourly wage rate.

SECTION 4. The vacation schedule for the upcoming year will be posted on the preceding December 1st, and will be bid by December 31st. Any weeks that are not selected by this time will be awarded on a first come, first serve basis, provided the week is open. Openings will be verified by the Union Steward or Lead Man. Vacation time will be submitted with two (2) full week's notice. The vacation calendar or schedule will be posted in an enclosed case which is available for viewing by all employees. Management reserves the right to limit the number of associates on vacation during any given week due to business requirements. Management will not unreasonably deny a vacation request.

ARTICLE 10 **HEALTH AND WELFARE**

SECTION 1. Employees covered by this Agreement will be covered by the Penske Flex Advantage Plan as modified. The terms and conditions of the Penske Flex Advantage Plan as modified shall be revised from time to time and such revisions will automatically be extended to employees covered by this Agreement.

ARTICLE 11 **PENSION**

SECTION 1. The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee performing work covered under this agreement who has been on the payroll for 30 calendar days. Effective 3/11/2014, the employer shall contribute the sum of \$151.10 per week for each employee. Effective 3/11/2015, the employer shall contribute the sum of \$163.20 per week for each

employee.). Effective 3/11/2016 the Employer shall contribute the sum \$173.00 per week for each employee. Effective 3/11/2017 the Employer shall contribute the sum of \$179.90 per week for each employee. The Trust Agreement of the Central States, Southeast and Southwest Areas Pension Fund is incorporated by reference into this agreement and the Employer agrees to be bound by that agreement.

Contributions shall be paid for any period an employee is entitled to receive compensation, including show-up pay, overtime pay, holiday pay, lay-off pay, vacation pay, or backpay. In addition, if an employee is receive no wages due to an absence caused by an illness or off the job injury, the Employer shall continue to pay contributions for a period of 4 weeks. If an employee is receiving no wages due to an absence caused by an on the job injury, the Employer shall continue to pay contributions until such time as the employee returns to work; however, such contributions shall not be paid for a period of more than 6 weeks.

In the event, during the term of this labor agreement or after the expiration of this agreement and before a new agreement or impasse is reached, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting for our through such Pension Plan Sponsor, or should the Employer receive any assessments of "surcharges" or "excise taxes" related to the Pension Fund (as such terms are defined in the PPA of 2006), it is agreed that the Employer may reopen the agreement for negotiations. In the event an impasse is reached upon reopening, the Union shall have the right to engage in strike action and other legal self help. This provision ends and is subject to re-negotiation at the termination of this agreement, and any extension hereto.

ARTICLE 12 **SICK LEAVE**

SECTION 1. Each regular employee who has been employed for one (1) year shall be granted, thereafter, six (6) days sick leave annually. A doctor's certificate may be required by the employer to substantiate the employee's absence of three or more consecutive days. . Up to six (6) days pay for unused sick leave shall be given as a bonus one week prior to March 10 of each year.

In order to be eligible for sick pay, employees must report their intended absence at least one (1) hour prior to their scheduled shift start time.

SECTION 2. An employee will receive up to three (3) days bereavement leave with pay, providing a death occurs in the employee's immediate family and the bereavement occurs during the employee's scheduled work week. The term "immediate family" shall be defined as the employee's spouse, children, parents, brother or sister, current father or mother-in-law. An additional two (2) days bereavement leave with pay shall be granted for the death of an employee's current spouse. Employees shall be paid for the day of a grandparents' funeral provided it is an employee's regular working day. Employees will be provided with two days' funeral leave if they attend the funeral of a grandparent more than 500 miles away.

LABOR AGREEMENT

Between

PENSKE TRUCK LEASING CO., L.P.

And

**GENERAL DRIVERS, WAREHOUSEMEN AND
HELPERS LOCAL UNION NO. 745, AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

DALLAS, TEXAS

MARCH 1, 2011 – MARCH 1, 2016

RECORDED

SEP 07 2011

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement is made between the undersigned Company, Penske Truck Leasing Co., L.P., 4435 Irving Boulevard, Dallas, Texas, hereinafter referred to as the "Employer" or "Company" and GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 745, Dallas, Dallas County, Texas, hereinafter referred to as the "Union."

The Union is affiliated with the International Brotherhood of Teamsters, but the said International Brotherhood is not a contracting party hereto. The Employer and the Union agree to be bound by the following terms and provisions covering wages and working conditions. This Agreement shall be binding not only upon the parties hereto, but upon their successors and assigns.

ARTICLE 1 RECOGNITION

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classification of work covered by this Agreement and any additional classifications that may be established within the bargaining unit during the life of this Agreement, for the purpose of collective bargaining as provided by the National Labor Relations Act, Case No. 23-RC-3521.

INCLUDED: All Technicians and Customer Servicemen

EXCLUDED: All other employees including all office clerical employees, inside and outside salesmen, guards, watchmen, janitors, and supervisors as defined in the Act.

ARTICLE 2 UNION SHOP

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement and any additional classifications that may be established within the bargaining unit during the life of this Agreement, for the purpose of collective bargaining as provided by the National Labor Relations Act.

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on and after the sixty-first (61st) day following the beginning of their employment or on and after the sixty-first (61st) day following the effective date of this Agreement, whichever is the later. No provision of this Article shall apply to the extent that it may be prohibited by State Law. If, under applicable State Law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met. If Federal Law makes such provision legal, then Federal

third (3rd) week of December. Floating holidays shall be administered on a December 1st to November 30th basis.

SECTION 6. Employees earn three (3) sick days each calendar year. Unused sick days cannot be carried over from year-to-year. Sick leave shall be paid at the Employee's then current base wage rate. An Employee shall not be entitled to more sick leave hours per day than the regularly scheduled hours of work and in no event to exceed eight (8) hours if on a 5-8's schedule, or ten hours if on a 4-10's schedule. The Employee shall notify the Employer of his absence because of personal illness on the first day for which sick leave is claimed. Unused sick days will be paid no later than the third (3rd) week of December. Sick leave days shall be administered on a December 1st to November 30th basis.

SECTION 7. All holiday bid work will be done by strict seniority, top to bottom, not classification, by qualified employees, except CSR work.

ARTICLE 27 HEALTH AND WELFARE

SECTION 1. Employees covered by this Agreement will be covered by the Penske Health Care and Income Protection Plan, as modified. The terms and conditions of the Penske Health Care and Income Protection Plan, as modified shall be revised from time to time and such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revisions.

SECTION 2. Employees hired on or after the date of ratification of this Agreement will be eligible to enroll in the Aetna Affordable Healthcare Plan, as modified, on the 1st of the month following 60 days of employment. The terms and conditions of the Aetna Affordable Healthcare Plan shall be revised from time to time and any such revisions will be automatically extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revision. After one (1) year from the date of hire, enrolled full-time employees will become eligible for coverage under the Flex Advantage Plan as otherwise provided in this Agreement.

ARTICLE 28 PENSION

SECTION 1. Effective March 1, 2011, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of ninety-five dollars and ninety cents (\$95.90) per week for each employee who has been on the payroll thirty (30) days or more. Effective March 1, 2012, one hundred one dollars and 40 cents (\$101.40) per week. Effective March 1, 2013, one hundred seven and fifty cents (\$107.50) per week. Effective March 1, 2014, one hundred fourteen dollars (\$114.00) per week. Effective March 1, 2015, one hundred twenty dollars and eighty cents (\$120.80) per week.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay

the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted leave of absence, the Employer shall collect from said employee sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions must be made for each week for each regular employee, even though such employee may work only part-time under the provisions of this Agreement.

SECTION 2. All employees covered by this Agreement shall be eligible to participate in the International Brotherhood of Teamsters 401K Plan.

SECTION 3. In the event, during the term of this labor agreement or after the expiration of this agreement and before a new agreement or impasse is reached, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting for or through such Pension Plan Sponsor, or should the Employer receive any assessments of "surcharges" or "excise taxes" related to the Pension Fund (as such terms are defined in the PPA of 2006), it is agreed that the Employer may reopen the agreement for negotiations in its sole discretion, so that it could seek offsets to the pension increases or surcharges.

ARTICLE 29 **VACATIONS**

SECTION 1. (Eligibility)

- A. A regular employee will be eligible for a one (1) week vacation as of the first anniversary of his beginning of full-time service, provided he has completed one (1) year of full-time service as of that date.
- B. After qualifying for his first one (1) week vacation, a regular employee who has completed one (1) year of full-time service (but less than [2] years) prior to January 1st is eligible for a one (1) week vacation as of January 1st.
- C. A regular employee will become eligible for a two (2) week vacation as of the second anniversary of his beginning date of full-time service, provided he has completed two (2) years of full-time service as of that date.
- D. After qualifying for his first two (2) week vacation, a regular employee who has completed two (2) years of full-time service prior to January 1st is eligible for a two (2) week vacation as of January 1st.
- E. A regular employee will become eligible for a third (3rd) week of vacation as of the sixth anniversary of his beginning date of full-time service, provided he has completed six (6) years of full-time service as of that date.
- F. After qualifying for his first three (3) weeks vacation, a regular employee who has completed six (6) years of full-time service prior to January 1st is eligible for a three (3) week vacation as of January 1st.

PENSKE TRUCK LEASING CO.
ACCOUNT NO.: 6239240-1100-745-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective March 1, 2004, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, other than a casual employee. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any casual employee (casual meaning an employee hired for short-term or sporadic periods) works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for non casual employees. Casuals may become eligible for pension contributions sooner if they meet the qualifications established in Article II, Section 3

This Letter of Understanding and Agreement shall remain in effect as long as the Employer is obligated by contract or operation of law to contribute to the Pension Fund on behalf of any of its employees and shall not be terminated by the termination of the current or any successor collective bargaining agreement, nor shall it be superceded or modified by any subsequent agreement between the parties (except an agreement that shortens the period of time before contributions shall be due on behalf of casual employees).

PENSKE TRUCK LEASING CO.

LOCAL UNION NO. 745

By: [Signature]

By: [Signature]

Title: Labo Relations Specialist

Title: Sec. Treas.

Date: 12 July 2004

Date: 7/16/04

LABOR AGREEMENT

between

PENSKE

PENSKE TRUCK LEASING CO., L.P.

and



RECEIVED

FEB 02 2015

CONTRACT
DEPARTMENT

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION NO. 385
Orlando, Florida**

Dated: June 10, 2013, through June 9, 2017

LABOR AGREEMENT

This Agreement entered into this 10th day of June , 2013, between PENSKE TRUCK LEASING CO., L.P. in Orlando, Florida, hereinafter referred to as the "Employer" and TEAMSTERS, LOCAL UNION No. 385, an affiliate of THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

WITNESSETH

In consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE 1
RECOGNITION

SECTION 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of bargaining in respect to rates of pay, wages, hours and other terms and conditions of employment for mechanics and customer servicemen specifically at its Truck Leasing Stations, 2177 Landstreet Rd., Orlando, Florida. This Agreement does not apply to any other employee including but not limited to Executive, Administrative Sales, Professional employees, guards, watchmen, telephone operators, office employees, rental representatives, and all other employees excluded by law.

ARTICLE 2
UNION SECURITY

SECTION 1. In the event of the repeal or amendment of the "Florida Open Shop Law", or in the event of new legislation rendering permissible the utilization of a form of Union Security specified herein, then in such event said Union Security clause to the extent legal y permissible shall automatically become effective.

Only members in good standing in the Union shall be retained in employment. For the purpose of this Section, "members in good standing" shall be defined to mean employee members of the Union who tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

All employees covered by this Agreement shall become members of the Union within thirty-one days from the effective date of this Agreement or within thirty-one days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

ARTICLE 3
CHECK-OFF

work for a period up to but not more than four (4) regular working days. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation or premium.

ARTICLE 21
INSURANCE AND PENSION

SECTION 1. Employees covered by this Agreement will be covered by the Penske Flex Advantage Plan, as modified. The terms and conditions of the Penske Flex Advantage Plan, as modified shall be revised from time to time and such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revisions.

Associates hired on or after the date of ratification of this Agreement, ("New Hires") will be eligible to enroll in the Penske SRC Benefit Plan, as modified, on the 1st of the month following 60 days of employment for one (1) year, after which time they will be eligible to enroll in the Penske Flex program. The terms and conditions of the Penske SRC Benefit Plan shall be revised from time to time and any such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revision.

SECTION 2. On the effective date of this Agreement and continuing thereafter, the Company agrees to contribute the specified weekly amounts for each employee in the bargaining unit to the Central States Southeast and Southwest Areas Pension Fund.

Effective January 10, 2014	-	\$168.01 per week
Effective January 10, 2015	-	\$178.09 per week
Effective January 10, 2016	-	\$185.21 per week
Effective January 10, 2017	-	\$192.62 per week

SECTION 3. The Company will execute a participation agreement and will bear all administrative costs related to participating in the Teamsters 401k program.

SECTION 4. In the event, during the term of this labor agreement or after the expiration of this agreement and before a new agreement or impasse is reached, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting for or through such Pension Plan Sponsor, or should the Employer receive any assessments of "surcharges" or "excise taxes" related to the Pension Fund (as such terms are defined in the PPA of 2006), it is agreed that the Employer may reopen the agreement for negotiations in its sole discretion, so that it could seek offsets to the pension increases or surcharges.

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**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

between

PENSKE TRUCK LEASING CO., L.P.

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL UNION NO. 135

BLOOMINGTON, INDIANA

MAY 1, 2011 through APRIL 30, 2016

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**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

This Agreement, made and entered into by and between Penske Truck Leasing Co., L.P. located in Bloomington, Indiana, hereinafter referred to as the "Employer", party of the first part, and LOCAL UNION NO. 135, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", party of the second part.

WITNESSETH: In consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE I RECOGNITION

SECTION 1. For the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, subject to and in accordance with the provisions of the Labor-Management Relations Act of 1947, the Employer recognizes the Union as the exclusive representative of Technicians and Customer Servicemen employed by Penske Truck Leasing Co., L.P. at its Bloomington, Indiana facility except those listed in Section 2 below.

In accordance with the provisions of Section 8(a) of the Labor Management Relations Act of 1947, all employees covered by this Agreement shall within thirty (30) days after the execution hereof or thirty (30) days after their employment during the term of this Agreement become members of the Union and retain such membership during the period of this Agreement.

SECTION 2. It is mutually agreed that the term "employee", for the purpose of this Agreement, shall include all Mechanics and Customer Servicemen but shall not include Shop Foremen, supervisory and clerical employees, and all employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

SECTION 3. The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours, and working conditions for the employees covered by this Agreement.

ARTICLE II CHECK OFF

SECTION 1. The Employer agrees that it will deduct regular and usual membership dues from the wages of employees who are covered by this Agreement provided that the Employer receives written assignments signed by each employee authorizing such deductions.

the Company shall be promptly complied with by all employees, provided, however, the Company shall pay for all such examinations. The Company reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

SECTION 3. Should the Company find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Company.

SECTION 4. Employees hired after the ratification of this Agreement will be eligible to enroll in the Penske New Hire Health Plan, as modified, on the 1st of the month following 60 days of employment. The terms and conditions of the Penske New Hire Health Plan may be revised from time to time and enrolled employees will enjoy any such revisions, which will automatically be extended to bargaining unit employees at the earliest feasible date, but no later than six (6) months from the date of such revision. After one (1) year from the date of hire, enrolled full-time employees will become eligible for coverage under the Flex Advantage Plan as otherwise provided for in this Agreement.

ARTICLE XIV **PENSION FUND**

SECTION 1. The Company shall, effective May 1, 2011, contribute on behalf of each employee one hundred twenty six dollars and fifty cents (\$126.50) per week to the Central States, Southeast and Southwest Areas Pension Fund. Effective May 1, 2012, this sum shall be increased to one hundred thirty two dollars and eighty cents (\$132.80) per week. Effective May 1, 2013 this sum shall be increased to one hundred thirty eight dollars and ten cents (\$138.10) per week. Effective May 1, 2014 this sum shall be increased to one hundred forty three dollars and sixty cents (\$143.60) per week. Effective May 1, 2015 this sum shall be increased to one hundred forty nine dollars and thirty cents (\$149.30) per week.

SECTION 2. This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Central States, Southeast and Southwest Areas contracts to which Employers are party to this contract are also parties.

SECTION 3. By the execution of this Agreement, the Employer authorizes the Employers Associations which are party hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 4. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to

work. However, such contributions shall not be paid for a period of more than twelve (12) months.

SECTION 5. Contributions will be remitted to the Central States Fund on behalf of all regular employees performing work covered by the collective bargaining agreement after they have been on the employer's payroll for 90 calendar days. Contributions to the Pension Fund must be made for each week on each regular employee, including weeks where work is performed for the Employer but not under the provisions of this Agreement, although contributions may be made for those weeks into some other pension fund. The parties agree that in the event that an individual is employed on a part-time status and works 1000 hours or more in any 12 month period, he will be considered a regular employee for the purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as is required by this contract for regular employees.

SECTION 6. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

SECTION 7. In the event, during the term of this labor agreement, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting through such Pension Plan Sponsor, it is agreed that the company may reopen negotiations for pension and wages only if the above occurs.

If the parties fail to mutually agree, the union shall have the right to strike.

ARTICLE XV **TOOL INSURANCE**

SECTION 1. The value of an employee's hand tools and tool box with a \$250.00 deductible of current value will be replaced or otherwise paid for by the Company due to theft or fire only to the extent and only in accordance with the following conditions:

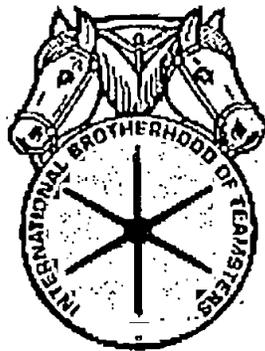
1. The employee shall present to the Service Manager or his designee an inventory of tools and tool boxes, (including size and brand name) which must be kept on Company property. The Service Manager will mark through unapproved tools and return an approved photocopy, (signed by the employee and the Service Manager) to the employee of the tools which may be replaced by the Company in the event of theft or fire.
2. Miscellaneous tools lost or stolen from open boxes shall not be replaced by the Company.
3. The Company shall not replace tools or boxes that may be missing when the particular employee has not complied with appropriate security regulations.

LABOR AGREEMENT
between



PENSKE TRUCK LEASING CO., L.P.

and



**TRUCK DRIVERS, WAREHOUSEMEN AND
HELPERS LOCAL UNION NO. 512,
*affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS***

*Jacksonville, Florida
July 20, 2014 through July 19, 2018*

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**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

This Agreement entered into this 20th day of July, 2014, by and between Penske Truck Leasing Co., L.P. located in Jacksonville, Florida, hereinafter referred to as the "Employer", and TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 512, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union."

WITNESSETH: In consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable consideration it is hereby mutually agreed as follows:

ARTICLE 1 RECOGNITION

SECTION 1. The Employer recognizes the Union as the exclusive bargaining agent in the City of Jacksonville for Technicians, Customer Servicemen, painters, body and fender men, but shall not include shop foremen, supervisory, clerical employees, rental representatives, and all employees with the authority to hire employees or effectively recommend such action.

ARTICLE 2 CHECK-OFF

SECTION 1. The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to the Local Union all such deductions prior to the end of the month for which the deduction is made, provided that the Union delivers to the Employer a written authorization, signed by the employee, irrevocable for one (1) year or expiration of this Agreement, whichever shall occur sooner. The Union shall certify to the Employer in writing each month, a list of its members working for the Employer who have furnished to the Employer such authorization, together with an itemized statement of dues, initiation fees, and uniform assessments owed, to be deducted for such month from the pay of such members. The Employer shall deduct and remit to the Union in one lump sum the amount so certified in respect to each such member from the first pay check of such member following the receipt of such certification of statement and remit the same to the Union within seven (7) days following such deduction. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the Company in complying with the provisions of this Article.

ARTICLE 3 UNION VISITATION

SECTION 1. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, the Union representative first notifies Employer's representative in charge of the establishment.

ARTICLE 19
BEREAVEMENT LEAVE

SECTION 1. The Employer agrees to allow employees time off with pay, not to exceed three (3) scheduled work days, if required, for the purpose of attending the funeral of a member of the employee's immediate family. For the purpose of this provision, the "immediate family" shall mean: father, mother, sister, brother, wife, children, step-children, current mother-in-law, current father-in-law and grandparents of the employee. The Employer agrees to allow employees time off as necessary, up to three (3) days, for the purpose of attending the funeral of a grandchild. If an employee has to travel 500 miles, one way, to attend the funeral of a deceased relative, said employee shall be granted 4 days leave with pay. The Company shall have the right to require proof of the distance and the employee's attendance at the funeral.

ARTICLE 20
HOSPITAL-SURGICAL LIFE INSURANCE & PENSION PLANS

SECTION 1. Employees covered by this Agreement will be covered by Penske's premiere level health plan, as modified. The terms and conditions of the Penske Health and Income Protection Plan as modified shall be revised from time to time and such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date but not later than six (6) months from the date of such revisions.

SECTION 2. Associates hired on or after the date of ratification of this Agreement will be eligible to enroll in Penske's entry level health plan, as modified, on the 1st of the month following 60 days of employment. The terms and conditions of the Penske Affordable Health Choice Program may be revised from time to time and any such revisions will automatically be extended to Associates covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revision. After one (1) year from date of hire, full-time Associates will become eligible for coverage under the Penske Flex Advantage Health Plan as otherwise provided for in this Collective Bargaining Agreement.

SECTION 3. Effective July 20, 2014, Employees covered by this Agreement will participate in the Central States, Southeast and Southwest Areas Pension Fund at the following weekly contribution levels:

7/20/2014	\$100.90 per week
7/20/2015	\$107.00 per week
7/20/2016	\$111.30 per week
7/20/2017	\$115.80 per week

SECTION 4. In the event, during the term of this labor agreement or after the expiration of this agreement and before a new agreement or impasse is reached, the pension contribution rates specified herein should for any reason be increased by the Pension Plan Sponsor and/or any person or entity acting for or through such Pension Plan Sponsor, or should the Employer receive

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any assessments of "surcharges" or "excise taxes" related to the Pension Fund (as such terms are defined in the PPA of 2006), it is agreed that the Employer may request to re-open Article XX of the Agreement for negotiations to address the effects of the pension increases or surcharges.

ARTICLE 21
SICK LEAVE

SECTION 1. Full Time regular employees who have completed one (1) year's service with the company shall be entitled to six (6) days sick leave each calendar year. An employee shall be paid eight (8) hours pay at his straight time hourly rate for each day of sick leave. Unused sick leave shall be granted to the employee on the pay day prior to Christmas Day of each year on the basis of eight (8) hours pay for each day of sick leave not used.

SECTION 2. All new regular employees hired shall be entitled to pro-rata accumulative sick leave each calendar year, based on six (6) days per calendar year accumulated at the rate of one (1) day for each two (2) months worked during the first year of employment.

SECTION 3. Employees out due to illness two (2) or more consecutive days must furnish a doctor's certificate in order to be eligible for sick pay for the second and subsequent days of absence. All employees are required to telephone and/or notify the employer when they are unable to work due to illness. Failure to comply with this paragraph shall forfeit sick leave pay for the day.

SECTION 4. An employee may elect to request that any part, or all, of the six (6) days sick leave be paid for absence during the seven (7) days waiting period following an industrial accident.

ARTICLE 22
MISCELLANEOUS

SECTION 1. This agreement cancels and supersedes any and all other agreements, verbal or written, entered into heretofore.

SECTION 2. No employee with supervisory authority shall be permitted to perform any work covered by this Agreement at any time except in an emergency or for the purpose of training and instructing.

ARTICLE 23
JOB BIDDING

SECTION 1. Shifts and other job opportunities, within the classifications covered by this Agreement shall be subject to seniority and shall be posted for bid at least once a year using the following process:

COLLECTIVE BARGAINING AGREEMENT

By and Between

Peoples Cartage Inc.

-And-

**GENERAL TRUCK DRIVERS AND HELPERS UNION
Local No. 92**

October 1, 2014 – September 30, 2019

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CORPORATE
DEPARTMENT

THIS AGREEMENT, made and concluded at Massillon, Ohio, by and between PEOPLES CARTAGE, INC., hereinafter referred to as the "Employer," and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union."

WITNESSETH:

That for the purpose of promoting harmonious relationship between the Employer and the employees, the Employer and the Union agree to the following terms:

ARTICLE 1 – RECOGNITION

Section 1 The Company agrees to recognize, and does hereby recognize, the Union, it's agents, representatives or successors, as the exclusive bargaining agent for all of the employees of the Company as hereinafter defined, except those employees under contract and jurisdiction of Teamsters Local No. 175.

Section 2 The term "employee" as used in this Agreement shall include drivers, warehousemen, mechanics and owner-operators and working foremen, in all operations.

Section 3 The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 4 The Company agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

Section 5 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer, or lease of an individual run or runs, only the specific provisions of this contract, excluding supplements or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferee, or lessor executes a contract of transaction as herein described. In the event the Employer fails to give the notice herein required and fails to require the purchaser, the transferee, or the lessee to assume the obligations of this contract, the Employer shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to give notice or such failure to require assumption of the terms of this contract.

ARTICLE 35 – PENSION PLAN

Effective October 1, 2014 the Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, two hundred and nine dollars and twenty cents (\$209.20) per week for each employee who has been on the payroll thirty (30) calendar days or more.

Effective October 1, 2015	\$217.60/week
Effective October 1, 2016	\$226.30/week
Effective October 1, 2017	\$235.40/week
Effective October 1, 2018	\$244.80/week

This Fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement or for operations under the Southern Conference Area Agreements to which the Employer who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the Employers Associations which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and rectifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) weeks. If an employee is injured on-the-job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions not be paid for a period of more than three (3) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to a leave of absence being effective, sufficient monies to pay the required contributions into the **Pension Fund** during the period of absence.

There shall be no deduction from equipment rental of owner operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner operator compensation.

Contributions to the Pension Fund must be made for each week on each regular employee. Contributions shall be made for any regular employee on layoff who is worked one (1) day in any week for any reason.

Employees who work either temporarily or in case of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

**PEORIA DISPOSAL COMPANY, PDC SERVICES, INC. & TAZEWELL
COUNTY LANDFILL, INC. d/b/a INDIAN CREEK LANDFILL
ARTICLES OF AGREEMENT
Effective December 18, 2011 to December 17, 2016**

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**CONTRACT
DEPARTMENT**

ARTICLE 12

PENSION PLAN

Section 1: An Agreement has been made by and between the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") on the one hand and Peoria Disposal Company, PDC Services, Inc. and Tazewell County Landfill, Inc. (collectively, "PDC") on the other hand, each intending to be legally bound.

Section 2: The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the respective sums as specified in the Agreement made between it and the Central States, Southeast and Southwest Areas Pension Fund the term of this Collective Bargaining Agreement for each employee who has been on the payroll thirty (30) days or more. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Pension Fund's contracts to which Employers who are party to this contract are also parties.

Section 3: If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4: There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Section 5: Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 6: PDC understands and agrees that its contributions to the Pension Fund on a per covered employee basis for periods worked or compensated are as follows:

<u>Beginning Date</u>	<u>Weekly Contribution Amount</u>
December 18, 2011	\$115.60
May 1, 2012	\$124.80
May 1, 2013	\$132.30
May 1, 2014	\$140.20
May 1, 2015	\$148.60
May 1, 2016	\$154.54

In addition, it is agreed as follows:

a. PDC's pension contribution obligation under this Article shall cease as a matter of contract and law upon expiration of this collective bargaining agreement on December 17, 2016.

b. Nothing herein prevents the union from bargaining PDC's subsequent participation in the Pension Fund in any renewal agreement and nothing herein shall require PDC to agree to participate in the Pension Fund in any renewal agreement.

c. Upon termination of this Agreement there will be no more contributions required from PDC unless and until a renewal contract is reached requiring such contributions.

Section 7: The Union acknowledges that conditioned upon PDC's full and timely compliance with all of the terms of the aforesaid and referenced Agreement in Section 1, including without limitation, the accuracy of the warranties in Articles 3.1 and 3.2 of the Agreement between the Pension Fund and PDC whereby the Pension Fund releases PDC from the 2011 Withdrawal Liability, and the Pension Fund agrees that PDC shall become a New Employer as defined in the Plan. Nothing in this Agreement releases any other claim of the Pension Fund against PDC or any other party including, without limitation, claims for contributions or withdrawal liability other than the 2011 Withdrawal Liability.

Section 8: Nothing in this Collective Bargaining Agreement is intended to be or shall be construed to be inconsistent with the aforesaid and referenced Agreement in Section 1.

ARTICLE 25

TERMINATION

Section 1: This Agreement shall be effective December 18, 2011 and shall continue in full force and effect until 11:59 p.m., December 17, 2016, and shall continue in force and effect for yearly periods thereafter unless the Employer or the Union shall give notice in writing sixty (60) calendar days prior to December 17, 2016 of its desire to negotiate any changes in this Agreement. Wage increases will be effective on the first payroll period on or after August 28 each year of the contract unless specifically noted to the contrary.

SIGNED FOR THE EMPLOYERS

SIGNED FOR THE UNION

PEORIA DISPOSAL COMPANY

TEAMSTERS, CHAUFFEURS &
HELPERS LOCAL UNION NO. 627

By: *Royal J. Coulter*
Its *President*

By: *[Signature]*
Its _____

PDC SERVICES, INC.

By: _____
Its _____

By: *Royal J. Coulter*
Its *President*

TAZEWELL COUNTY LANDFILL,
INC., d/b/a INDIAN CREEK LANDFILL

By: *Royal J. Coulter*
Its *President*

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**CONTRACT
DEPARTMENT**

TEAMSTERS LOCAL 682 – PERKINS CONTRACTING AGREEMENT
INCLUDES CENTRAL STATES PENSION & COVERS ST. LOUIS CITY & COUNTY & FIVE SURROUNDING COUNTIES

2013 – 2016

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**CONTRACT
DEPARTMENT**

PERKINS CONTRACTING AGREEMENT

2013 - 2016

THIS AGREEMENT made and entered into, effective the first day of May 2013, by and between **PERKINS CONTRACTING CO.** hereinafter referred to as the Employer and the CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the Union, for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE 1

Recognition

Section 1.01 The Employer agrees to recognize, and does hereby recognize the Union, its duly Authorized Agents, Representatives, or Successors, as the exclusive bargaining agency for all of the Employees of the Employer as herein defined, who are employed by the Employer in its establishments or sites of work located in the City and County of St. Louis, Missouri, and for all such Employees employed by the Employer on building construction sites and establishments in St. Charles, Franklin, Jefferson, Lincoln and Warren Counties, Missouri.

Section 1.02 The term "employee" as used in this Agreement shall include all Teamsters and Chauffeurs performing work covered by Article 4.1. It shall also include all Warehousemen and Helpers when such latter employees are assigned by the Employer to perform work covered by Article 4.1.

All Teamsters must comply with Title 49 code of federal regulations Section 391, Subpart H, as may be amended, and alcohol testing regulations released by the Federal Department of Transportation (DOT) and the Federal Highway Administration on February 3, 1994.

Section 1.03 The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 1.04 The Employer agrees that it will not sponsor or promote, financially or otherwise, any labor group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

Section 1.05 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is

- (b) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) weeks, based on forty (40) hours per week for this period only.
- (c) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work however, such contributions shall not be paid for a period of more than six (6) months, based on forty (40) hours per week for this period only.

HOLIDAY AND VACATION PAY

Section 4.04 Effective May 1, 2013 holiday and vacation pay from the preceding contract is eliminated. It is replaced by the following:

When an employee works for one (1) Employer through three (3) years, then \$1.43 will be added to the wage in effect in Section 4.01.

When such an employee has completed three (3) years of continuous employment with the same Employer \$1.99, will be added to the wage in effect in Section 4.01.

When such an employee has completed ten (10) years of continuous employment with the same Employer \$2.54, will be added to the wage in effect in Section 4.01.

When such an employee has completed fifteen (15) years of continuous employment with the same Employer \$3.09, will be added to the wage in effect in Section 4.01.

Vacation earned in the last year (5/1/12 to 4/30/13) of the preceding agreement will be paid in a lump sum in accordance with the schedule of said agreement at the rate of \$28.74/hour.

It is agreed that the Employer shall grant time off without pay when time frame is mutually agreed to in advance between employee and the Employer. Such request for time off shall not be unreasonably denied.

PENSION

Section 4.05 Effective May 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of thirty-nine dollars and ninety-two cents (\$39.90) per day either worked or compensated to a maximum of one hundred and ninety-nine dollars and sixty cents (\$199.60) per week for each employee covered by this Agreement.

For an Employer to be liable for such contributions, the following conditions must be met:

- (a) The Employer shall contribute into the Pension Plan for all new employees beginning on their first day of employment.

- (b) If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) weeks.
- (c) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months.

Effective May 1, 2015 the Pension contribution shall be forty-two dollars and thirty-two cents (\$42.30) per day or two hundred and eleven dollars and sixty cents (\$211.60) maximum per week.

Effective May 1, 2016 the Pension contribution shall be forty-four dollars and eighty cents (\$44.80) per day or two hundred and twenty-four dollars (\$224.00) maximum per week.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

In the event that during the term of this Agreement the Central States, Southeast and Southwest Areas Pension Fund shall lose its status as a qualified Pension Plan under the Internal Revenue Code, or in the event the contributions hereby required thereto otherwise become nondeductible by the Employer for its income tax determination, then Employer's obligation for further contributions to said Trust and Plan shall cease and Employer in lieu thereof shall pay the equivalent of such contributions directly to the employee as wages during the remaining term of this Agreement, unless, and until, said Trust and Plan again becomes a qualified Plan under the Internal Revenue Code, or another qualified Pension Plan under the Internal Revenue Code contributions to which are income tax deductible has been negotiated and made operative between the parties to this Agreement, in either which event the Employer's obligation to pay said contribution equivalent in wages shall cease, and in lieu thereof the required contributions for pensions as provided herein shall again become effective; provided, however, that a preliminary notice of disqualification of the Trust and Plan for tax purposes shall not terminate Employer's obligation to make contributions to said Trust until after the Trustees shall have had an opportunity and a reasonable time, not to exceed ninety (90) days, in which to remove the disqualification and obtain either a temporary or a permanent reinstatement of the Trust's qualified status. The parties hereto agree that during the interim period between notice of disqualification and reinstatement of the qualified status or the failure of the Trustees within said ninety (90) days to obtain such reinstatement, the Employer shall continue making its contributions required hereunder into an escrow account to be maintained by Firststar Bank, said escrowed funds, less any escrowee costs of administering the escrow account, to be released and paid over to the Trust upon removal of the disqualification, or if not removed within said ninety (90) days period then to the employees, for whose account contributed, as wages.

Section 4.06 PRIDE: In addition to the per hour wage rate, the Employer shall contribute two cents (\$.02) per hour for each actual hour worked by each employee covered by this Agreement to PRIDE of St. Louis, Inc.

ARTICLE 17

Savings Clause

Section 17.01 If any of the terms and conditions of this Agreement are in violation of any state or federal law or court decision or decree, then to the extent of any violation, this Agreement shall be null and void and subject to renegotiation. If any portion of this Agreement is declared illegal, it shall not in any way affect the remaining provisions of the Agreement.

ARTICLE 18

Prejob Conference

The Union or the Employer may call a prejob conference on any job costing in excess of \$1,000,000.00.

ARTICLE 19

Termination of Agreement

Section 19.01 This Agreement shall become effective as of the first day of May, 2013 and shall remain in full force and effect through the 30th day of April, 2016 and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

Should notice of termination or desired modification be given in the manner provided for above, the parties desiring the same shall:

1. Offer to meet and confer with the other party for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications.
2. Notify the Federal Mediation and Conciliation Service within thirty (30) days after such notice of the existence of such a dispute, and simultaneously therewith notify any State Agency established to mediate disputes within the State, provided no agreement has been reached by that time.
3. Continue in full force and effect without resorting to strike or lockout, all the terms and conditions of this Agreement for a period of sixty (60) days after such notice is given or until the expiration date of this Agreement whichever occurs later.

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between Perkins Contracting Co. and Teamster Local Union No. 682.

The Employer and the Union recognize that as a condition of entering into this collective bargaining agreement, the Employer entered into an Agreement between Central States, Southeast and Southwest Areas Pension Fund dated 12-2-13 ("Pension Fund Agreement"), under which the Employer paid certain substantial sums to the Pension Fund in order to become a "New Employer" under the Pension Fund's Direct Attribution/ Hybrid Method. The Union recognizes that but for the Pension Fund Agreement, the Employer and the Union may not have entered into this collective bargaining agreement.

The Union agrees that, in the event that one of the Withdrawal Events specified in Article 10.1(a) or (b) of the Pension Fund Agreement occurs, and the Employer provides timely notice of the termination of its obligation to contribute to the Pension Fund pursuant to Article 10 of the Pension Fund Agreement, the collective bargaining agreement will be immediately amended to substitute contributions to a 401(k) Plan to be determined by the Union for any contributions required to be made to the Pension Fund and that the Employer's obligations to contribute to the Pension Fund will cease immediately upon the effective date of the notice.

In the event that a triggering event is activated, Section 4.5 of the collective bargaining agreement would be amended only to reflect that the required contributions will be paid into a designated 401(k) Plan and not the Pension Fund.

PERKINS CONTRACTING COMPANY TEAMSTER LOCAL UNION NO. 682

Michael R. Perkins
Michael R. Perkins,
President

James E. Kimbrell
[Name]

12/2/13
Date

President
[Title]

Philip J. Perkins V.P.
Mark Perkins V.P., Treasurer, Gen.

12/2/13
Date

Steve DeWitt VP.

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DEC 13 2013

CONTRACT
DEPARTMENT

ORIGINAL

ADDENDUM TO THE CENTRAL STATES
AREA MASTER DAIRY AGREEMENT

WITH

PET, O'FALLON, LLC
O'FALLON, ILLINOIS

AND

TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES

LOCAL 50

AUGUST 1, 2011 THROUGH AND INCLUDING JULY 30, 2016

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CONTRACT
DEPARTMENT

ADDENDUM

TO THE

Central States Area Master Dairy Agreement with Pet, O'Fallon, LLC, O'Fallon, Illinois.

In compliance with Articles 1 and 21 of the Central States Area Master Dairy Agreement, the following additional terms and provisions have been agreed to by signatory Company and the CENTRAL CONFERENCE OF TEAMSTERS together with affiliated TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50 and its members.

DESCRIPTION OF UNIT

This Addendum covers employees in the various classifications of work set forth in this Addendum who are represented by Local Union No. 50.

ARTICLE 1 HOURS OF WORK

Section 1.

a.) The standard guaranteed workweek for eighty percent (80%) of the hourly paid employees shall be forty (40) hours per week. It is agreed that the standard forty (40) hour workweek need not apply to twenty percent (20%) of the regular employees with a minimum of two (2). (Seniority must be recognized.) Probationary employees and full-time temporary replacement employees (as referenced in Article 2 Section 2[b]) shall be considered regular employees for the purpose of this provision. In the event an employee is off for seven (7) calendar days or more, due to an injury or sickness, Management can request to meet with a Union Representative and Union Stewards to discuss a solution for replacing employee. All work performed over eight (8) hours per day or ten (10) hours per day, depending on employee's schedule will be paid for at the rate of time and one-half (1 ½). All work performed over forty (40) hours per week shall be paid for at the rate of time and one-half (1 ½). However, the time and one-half (1 ½) rate of pay shall not be pyramided.

b.) If an employee goes home on his/her own volition, the forty (40) hour guarantee does not apply.

c.) Work may be scheduled for five (5) eight (8) hour days or four (4) ten (10) hour days. Employees who are required to work on their scheduled day off will be paid at time and one-half (1 ½) for the first occurrence in a workweek. Should the employee be required to work on a scheduled day off more than once in a workweek, they will be paid double-time (2x) for all occurrences in excess of one (1) per week.

ARTICLE 4
PENSION PLAN

Section 1. The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following weekly amounts for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective August 1, 2006 through and including July 31, 2007	-	\$91.00
Effective August 1, 2007 through and including July 31, 2008	-	\$97.40
Effective August 1, 2008 through and including July 31, 2009	-	\$104.20
Effective August 1, 2009 through and including July 31, 2010	-	\$111.50
Effective August 1, 2010 through and including July 31, 2011	-	\$119.30

The Company's per week contributions, to the Central States, Southeast and Southwest Areas Pension Fund, as listed above, shall be increased by no more than the following amounts:

Effective 7-31-2011- Increase by \$7.20/wk from \$119.30 to \$126.50 per wk.
Effective 7-29-2012- Increase by \$6.30/wk from \$126.50 to \$132.80 per wk.
Effective 7-28-2013- Increase by \$5.30/wk from \$132.80 to \$138.10 per wk.
Effective 7-27-2014- Increase by \$5.50/wk from \$138.10 to \$143.60 per wk.
Effective 7-26-2015- Increase by \$5.70/wk from \$143.60 to \$149.30 per wk.

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 3. Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 4. Casual, and full time temporary replacement personnel, as referenced in Article 2, shall not be covered under the provisions of the Pension Article of this Addendum, except that the parties agree that in the event that an individual employed on a non-regular basis works one thousand (1,000) hours or more in any twelve (12) month period, he/she will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him/her thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

AGREEMENT

between

PIONEER POWER, INC.

and

TEAMSTERS LOCAL NO. 120

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CONTRACT
DEPARTMENT

**EFFECTIVE
AUGUST 1, 2013 THROUGH JULY 31, 2016**

WORKING AGREEMENT

The PIONEER POWER, INC., hereinafter referred to as the "EMPLOYER" and the TEAMSTERS LOCAL 120, Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION" acknowledging that this Agreement is fair to all alike, pledge support and cooperation in observing the spirit of this mutual agreement and agree to be bound by the following terms and provisions covering wages and working conditions.

ARTICLE 1 RECOGNITION

Section 1. The Union shall be the sole collective bargaining agency of the employees in those classifications covered by this Agreement. There shall be no discrimination against any employees because of union affiliation.

Section 2. The Employer recognizes the right of the Union designate from among those employees covered by this Agreement, who have been in the service of the Employer for one year or longer, a Shop Steward or Shop Committee to handle such union business pertaining to employment conditions at the Employer's place of business as may from time to time be delegated to said Shop Steward or Shop Committee to handle such union business pertaining to employment conditions at the Employer's place of business as may from time to time be delegated to said Shop Steward or Shop Committee by the Union Executive Board.

Section 3. Bulletin boards will be provided by the employer where notices pertaining to union matters may be posted, provided that such notices are approved by the Employer and with the understanding they will be removed when they have served their purpose.

Section 4. The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 2 ADJUSTMENT OF GRIEVANCES

Section 1. Any controversy arising from the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiation between the Union and the Employer. Failing to settle on that basis, the controversy shall be referred to a committee chosen by the Employer to represent and this committee shall negotiate with the Union to effect an adjustment. If the matter cannot be adjusted in this manner, it shall be referred to an Arbitration Board composed of two representatives of the Union and two representatives of the Employer, and a fifth neutral member selected by a majority vote of these four. The Arbitration Board shall meet promptly after reference of the matter to it and shall render its decision within five (5) days after

ARTICLE 12
PENSION PLAN

Effective August 1, 2013, the Employer shall contribute to the Central States Pension Fund, Southeast and Southwest Areas, the sum of \$270.00 per week for each permanent employee on the seniority list covered by this Agreement. Effective August 1, 2014 the Employer shall contribute to the Central States Pension Fund, Southeast and Southwest Areas, the sum of \$280.80 per week for each permanent employee on the seniority list covered by this Agreement. Effective August 1, 2015, the Employer shall contribute to the Central States Pension Fund, Southeast and Southwest Areas, the sum of \$292.00 per week for each permanent employee on the seniority list covered by this Agreement. Effective August 1, 2016, the Employer shall contribute to the Central States Pension Fund, Southeast and Southwest Areas, the sum of \$303.70 per week for each permanent employee on the seniority list covered by this Agreement. Effective August 1, 2017, the Employer shall contribute to the Central States Pension Fund, Southeast and Southwest Areas, the sum of \$315.90 per week for each permanent employee on the seniority list covered by this Agreement. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operation under the Southeast and Southwest Areas contract to which the Employer who are part of this contract are also parties. By the execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund and to designate the Employers trustees under such agreement, hereby waiving all notice thereto and ratifying all action already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contribution until such employee returns to work, however such contribution shall not be paid for a period of more than six (6) months.

If an employee is granted a leave of absence the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions for the pension fund during the period of absence. Contributions to the Pension Fund must be made for each week on each regular or extra employee even though such employee may work only part time under the provisions of the contract. Including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

**2014 - 2017
AGREEMENT**

Between the

**PIPER TRUCKING, INC.
2001 Kenney
Warren MI 48091**

and

**TEAMSTERS LOCAL UNION NO. 247
2741 Trumbull Avenue
Detroit, MI 48216**

Effective June 1, 2014 through and Including May 31, 2017

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**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of June, 2014, by and between Piper Trucking, Inc., located at 2001 Kenney, Warren, MI 48091 (hereinafter called the "Contractor Employer") and Teamsters Local Union No. 247, an affiliate of the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, MI 48216, (hereinafter called the "Union").

The purpose of this Agreement is to determine the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so as to have as much continuous employment for the Employer and employees as possible without interruption by strikes, lockouts, or other labor trouble.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT AND OPERATIONS COVERED

It is understood and agreed that this Agreement shall cover all truck transportation of all materials moved by the Employer including, but not limited to asphalt and aggregate, which Employer performs within the State of Michigan and which comes within the jurisdiction of the Union.

It is agreed that this Agreement does not cover any owner-operators who are used by Employer. It is further agreed that no owner-operators will be employees of Employer and it is acknowledged by Employer and Union that all owner-operators are to be independent contractors. The parties hereto acknowledge that Employer currently does and shall in the future use owner-operators as subcontractors.

ARTICLE 2 RECOGNITION-UNION SHOP AND DUES

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and other conditions of employment as called for by this Agreement for all employees performing the work within the classifications contained in this Agreement within the State of Michigan.

(b) When the Employer needs additional help it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. The Employer shall not be required to request the Union for applicants prior to hiring additional help.

(c) All present and future employees covered by this Agreement shall, as a condition of their continued employment by the Employer, become and remain members in good

(e) A regularly employed Employer driver is an employee driver who has worked one hundred twenty (120) working days for the Employer since his/her last date of hire. All payments into the MCTWF must be made within fifteen (15) calendar days from the end of each calendar month to J. P. Morgan Chase Bank N.A., which bank has been made depository for the MCTWF.

During the life of this Agreement, employees who have established eligibility for health insurance coverage will be eligible for extended coverage to a maximum of six (6) weeks per year. A maximum of three (3) weeks' extended coverage will be provided by the Employer followed by a maximum of three (3) weeks' coverage provided by the MCTWF. Employees are not eligible for MCTWF provided extended coverage until they have exhausted the three (3) weeks provided by the Employer. There shall be no carryover of unused bank weeks from one year to the next. Benefit bank weeks do not apply to voluntary or involuntary termination and cannot be selectively applied.

Pension Fund –

(a) The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed Tier I driver, Tier II driver, and Utility Men, a contribution of the following:

Effective Date	Daily Contribution	Maximum Weekly Contribution
6/1/14	\$29.40	\$147.00
6/1/15	\$31.20	\$156.00
6/1/16	\$32.40	\$162.00

Any additional increase in the pension contribution prior to June 1, 2017 shall be offset by reducing the wage rates to cover the cost of the pension contribution increase.

Contributions will be remitted to Central States Pension Fund on behalf of any employee covered by this Agreement after the employee has been on the Employer's payroll for sixty (60) working days, regardless of probationary or seniority status. Upon the employee's completion of sixty (60) working days, the Employer agrees to make pension contributions retroactive to the employee's thirty-first (31st) working day. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays and actual time worked.; at no time is an owner-operator considered to be an Employer driver subject to benefits under this Agreement. All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Central States Pension Fund, Department 10291, Palatine, IL 60055-0291

Miscellaneous –

(a) Contributions to the MCTWF and to the pension fund must be made for each week on each regular employee, even though such employee may work only part time under

the provisions of this Agreement. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provision of this paragraph.

(b) If any employee is absent because of illness, on-the-job injury, or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the MCTWF and pension fund for the lesser of (1) twenty-six [26] weeks following the week in which the injury/illness occurred, or (2) the duration of the on-the-job injury/illness related absence.

(c) If any employee is absent because of military duty, Employer agrees contribute on behalf of employee for the first (1st) four (4) weeks following the week in which military duty commenced.

(d) No leave of absence shall be granted by a Employer unless an employee shall submit in writing a request for such leave and an authorization to deduct from his/her last wages sufficient monies to pay the required contributions into the MCTWF and pension fund during the period of absence.

(e) In those instances where the Employer is involved in an owner-operator arrangement, there shall be no contributions made to the MCTWF and pension fund, regardless of the manner of computation of owner-driver compensation.

(f) Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of its contribution to the MCTWF or pension funds, in accordance with the rules and regulations of the trustees of such funds, and after the proper official of the Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the MCTWF or pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made.

(g) It is agreed that the MCTWF and pension fund will be separately administered, each jointly by Employer and Union in compliance with all applicable laws and regulations, both state and federal.

ARTICLE 12 CREDIT UNION DEDUCTION AND DRIVE DEDUCTION

(a) The Employer will make weekly deductions from the pay of an employee who chooses to deposit money in the Teamsters Credit Union of Wayne and Oakland County, provided the employee delivers written authorization to the Employer and provided the authorized deduction is in an even dollar amount. Such payroll deduction authorization must be effective without change for a period of fifteen (15) weeks. If the wages earned by an employee in any week are not sufficient to pay the full amount of any authorized payroll deduction, no deduction shall be made.

**PIPER TRUCKING, INC.
ACCOUNT NO.: 6352700-0108-00247-A**

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for sixty (60) working days, regardless of probationary or seniority status. Upon the employee's completion of 60 working days, the Employer agrees to make pension contributions retroactive to the employee's thirty-first (31st) working day. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

PIPER TRUCKING, INC.

LOCAL UNION NO. 247

By: *William J. Lipa*

By: *[Signature]*

Title: PRESIDENT

Title: Pres. Sec'y / B.A.

Date: 03-19-12

Date: 3-19-12

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AUG 29 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

between

**PLANT BROS EXCAVATING AND
CONSTRUCTION COMPANY**

and

**CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN
AND HELPERS LOCAL UNION NO. 135
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
EFFECTIVE DATES:**

MAY 1, 2013 TO APRIL 30, 2016

ORIGINAL

PREAMBLE

The Plant Bros. Excavating & Construction Company, hereinafter referred to as the "Employer" or "Company", and Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union" agree to be bound by the terms and provisions of this Agreement.

SCOPE

1. This Agreement covers all transportation (including loading and unloading) of material and/or commodities from producer to stockpile, from stockpile to customer, from producer to customer and/or customer's stockpile.

2. The Employer agrees to pay the prevailing rate in the area in which work is performed for all work that is not covered by the above paragraph.

ARTICLE 1

ARTICLE 26

PENSION

Section 1. Effective May 1, 2013 the participating Employer will contribute to a pension fund the sum of Twenty-three Dollars and sixteen cents (\$23.16) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Section 2. Effective May 1, 2014 the participating Employer will contribute to a pension fund the sum of Twenty-four Dollars and fifty cents (\$24.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Section 3. Effective May 1, 2015 the participating Employer will contribute to a pension fund the sum of Twenty-six Dollars (\$26.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

This fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Agreements to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Company authorizes the Employers Associations which are parties to the Pension Fund to enter into appropriate trust agreements necessary for the administration of such Fund and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. If an employee is terminated for any reason by the company, the requirement to pay contributions shall also terminate at the same time.

If an employee is laid off for the lack of work, no contributions shall be required during the period of such layoff. Employee who works either

temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

ARTICLE 27

SUB-CONTRACTORS - FLEET OWNERS - OWNER DRIVERS

Section 1. It is understood that this Agreement shall be and become a part of the specifications of any work which a contractor shall sublet in any manner to another contractor, fleet owner, or owner driver.

The contractor may hire or contract for the use of operated trucks, be they from a fleet owner, another contractor or an owner-driver, provided they do not replace his regular employees where he has the necessary equipment available, and that all provisions of this Agreement are followed.

AGREEMENT

Between:

PLP OF INDIANA, LLC

And:

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
LOCAL UNION NO. 908**



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**CONTRACT
DEPARTMENT**

Effective: November 18, 2013

Through: November 16, 2015

AGREEMENT

THIS AGREEMENT, made and entered into by and between Truck Drivers, Warehousemen and Helpers Union, Local No. 908 of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", and PLP of Indiana, L.L.C, Shelby County, Sidney, Ohio, hereinafter referred to as the "Employer".

ARTICLE 1

INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to promote mutual respect, to provide a channel through which information and problems may be transmitted from one to the other, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, basis of work, dispute procedure and conditions of employment.

ARTICLE 2

UNIT

The Employer hereby recognizes the Union to be the exclusive bargaining agent for all Warehouse employees, excluding clerical, office, technical, watchmen, guards and supervisors.

WORK TO BE PERFORMED:

It is agreed by and between the parties hereto that all work of the Employer covered under Work Duties in Article 22 presently performed or to be performed shall be done by the employees of the bargaining unit covered herein.

ARTICLE 3

RECOGNITION AND UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain in good standing, and those who are not members on the effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

ARTICLE 20

PENSION

1. Effective November 18, 2013 the Employer shall contribute to Central States Southeast and Southwest Areas Pension Fund, the sum of One Hundred Thirty-Seven Dollars and Sixty Cents (\$137.60) per week for regular employees.

Effective November 18, 2014, the Employer shall contribute to the Fund the sum of One Hundred Forty-Three Dollars and Ten Cents (\$143.10).

2. If an employee is absent due to compensable injury, the Company shall continue its pension contribution until the employee returns to work or for up to twelve (12) months, whichever occurs first.

For employees granted a leave of absence, the employee shall pay to the Company, prior to taking the leave, sufficient money to cover the employee's contribution during the term of the leave.

3. The Company shall continue its contribution on behalf of employees if as a result of illness or non-occupational injury, but in no event longer than twenty-six (26) weeks and provided the employee notifies the Company of his absence and reason therefor.
4. Contributions will be made on behalf of employees for all compensable periods.
5. There shall be no contractual mandatory retirement requirement except as permitted by Federal Law.

ARTICLE 21

INSURANCE

1. Effective March 1, 2013 the Employer shall contribute to the Ohio Conference of Teamsters & Industry Health and Welfare Fund ("the Fund") for Plan 6-PPO the sum of Two Hundred Forty Dollars (\$240.00) per week for each eligible employee covered by this Agreement who has been on the payroll for thirty (30) calendar days. Effective March 1, 2014 the contribution amount shall be Two Hundred Sixty-Six Dollars (\$266.00). Effective March 2, 2015 the contribution amount shall be Two Hundred Eighty-Seven Dollars (\$287.00).
2. Contributions must be made each week on each eligible regular employee on the seniority list, regardless of whether the employee works less than the regular workweek. Any hour or day for which an employee receives compensation in accordance with the

LABOR AGREEMENT

BETWEEN

PLUMB SUPPLY COMPANY

And

TEAMSTERS LOCAL UNION NO. 90
affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

RECEIVED

SEP 15 2014

**CONTRACT
DEPARTMENT**

May 1, 2014 to and including April 30, 2017

AGREEMENT

This Agreement entered into this first (1st) day of May, 2014 by and between Plumb Supply Company, (hereinafter referred to as the "Company"), and Teamsters Local 90, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (hereinafter referred to as "Teamsters Local 90" or as the "Union.")

ARTICLE 1 **Union Recognition**

It is understood and agreed that Teamsters Local 90 be the sole and exclusive representative of all Warehousemen and Truck Drivers the Company employs at its Des Moines, Iowa facility, and all Truck Drivers the Company employs at its Waukee, Iowa Facility; said individuals hereinafter referred to as employees.

ARTICLE 2 **Work Jurisdiction**

The employer recognizes the work jurisdiction of the Union and it agrees not to direct or require company employees, other than bargaining unit employees to perform warehouse work at the Company's Des Moines, Iowa facility, or to transport product to or from its Des Moines or Waukee facilities, except in cases of distress or emergency. Provided further, that employees, other than bargaining unit employees, may perform warehouse or truck driving work if the performance of such work is necessary to meet customer demands, and sufficient bargaining unit employees are not able or available to perform the work.

Article 25

Pension Benefits

The Employer shall contribute for the term of this Agreement, to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred forty-three dollars and sixty cents (\$143.60) per week effective May 1, 2014, one hundred forty-nine dollars and thirty cents (\$149.30) per week effective May 1, 2015, and one hundred fifty-five dollars and thirty cents (\$155.30) per week effective May 1, 2016 for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

The Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operation under this Agreement. By the execution of this Agreement, the Employer authorizes the Employers' Association, which is parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall endeavor to collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this Agreement including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. The provisions of this Agreement shall not cover employees who work either temporarily or in cases of emergency under the terms of this Agreement.

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 their contribution to the Pension Fund, created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, the Local Union shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

AGREEMENT

THIS AGREEMENT made and entered into this first day of April, 2015 by and between PLUMB SUPPLY COMPANY of Cedar Rapids, Iowa, hereinafter referred to as the "Company", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union" for the employees now employed and hereafter employed by the Company within the unit of representation as hereinafter described and designated collectively herein as the "Employees".

In consideration of the mutual promises herein contained, it is agreed as follows:

ARTICLE 1 RECOGNITION

Section 1.1

The Company recognizes the Union as the sole collective bargaining agency for all employees covered by and coming under the provisions of this Agreement for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 1.2

This Agreement shall apply to all hourly rate truck drivers and warehouse employees engaged in the delivery and warehousing of materials pertaining to the jobbing or distribution of plumbing, heating and mill supplies, but the term "employee" as herein used does not include any office clerical employees, non-working supervisors, or any other employee occupying a higher supervisory or executive position or any person in other departments conducted by the Company.

Section 1.3

The management of the business, the direction of the working force and the right to hire and discharge is fixed exclusively in the Company, and the Union cannot in any manner abridge these rights, subject to the limitations and terms of this Agreement.

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AUG 03 2015

**CONTRACT
DEPARTMENT**

ARTICLE 18
PENSION PLAN

Section 18.1

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following amounts which are to be administered jointly by the parties for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2015 \$142.20 per week per employee

Effective April 1, 2016 \$150.70 per week per employee

Effective April 1, 2017 \$156.70 per week per employee

Effective April 1, 2018 \$163.00 per week per employee

Effective April 1, 2019 \$169.50 per week per employee

Section 18.2

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts to which employers who are party to this contract are also parties.

Section 18.3

By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 18.4

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 18.5

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

ARTICLE 28
DISABILITY RIGHTS

Section 28.1

The Union and the Company recognize the legal obligations to make reasonable accommodations for certain employees with disabilities. The Union agrees to assist the Company in meeting such obligations.

ARTICLE 29
AMENDMENTS OR SUPPLEMENTS

Section 29.1

Any amendment or supplement to this Agreement mutually agreed to by the parties shall thereafter become a part of the Agreement.

Section 29.2

Newly hired employees shall be C.D.L. certified before hiring. Plumb Supply will allow future employees use of truck to test prior to starting at Plumb Supply.

ARTICLE 30
TERM

Section 30.1

This Agreement supersedes and cancels any and all previous agreements between the parties hereto, and the terms hereof shall constitute the entire Agreement and shall be in full force and effect as of April 1, 2015 through March 31, 2020 and shall continue in full force and effect for each year thereafter the same as though extended for a yearly period in writing unless at least sixty (60) days prior to the expiration of this Agreement or any automatic extension of the yearly period thereafter, notice is given in writing by either party of a desire to effect a cancellation or a change in this Agreement.

Section 30.2

Revisions agreed upon or ordered shall be effective as of April 1, 2015. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon.

Section 30.3

In the event of an inadvertent failure by either party to give notice as set forth in this Article, such party may give such notice at any time after the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement, shall be the sixty-first (61st) day following such notice.

Dated this 18TH day of MAY, 2015.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated with
the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

By *Daryn Dunham*
Title *Sec Treasurer*

PLUMB SUPPLY COMPANY
OF CEDAR RAPIDS, IOWA

By *Ed [Signature]*
Title *MGR*

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AUG 03 2015

**CONTRACT
DEPARTMENT**

PLUMB SUPPLY COMPANY, LLC
ACCOUNT NO.: 6378350-0100-00238-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective April 1, 2015, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than temporary or emergency employees, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any temporary or emergency employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular employees.

PLUMB SUPPLY COMPANY, LLC

By: [Signature]

Title: MGR

Date: 5-18-15

LOCAL UNION NO. 238

By: [Signature]

Title: Treasurer

Date: 5-7-2015

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CONTRACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

between

PLUMBERS WHOLESALE SUPPLY

and

LOCAL 247 OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

April 6, 2009 – April 4, 2014

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AUG 24 2009

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of July, 2009, and effective as of April 6, 2009, between PLUMBERS WHOLESALE SUPPLY COMPANY, 24377 West Eight Mile Road, Detroit, MI 48219, hereinafter referred to as the Employer and TEAMSTERS LOCAL 247, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS hereinafter referred to as the Union.

The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all accretions to or relocations of the aforesaid bargaining unit operations, including newly established or acquired warehousing or transportation operations of the Employer.

ARTICLE I

Section 1. **Union Security.** The Union shall be the sole representative in collective bargaining with the Employer for employees in the following bargaining unit: All drivers and warehousemen employed by the Employer at its warehouse located at 24377 West Eight Mile Road, Detroit, Michigan, but excluding office employees, clerical employees, service employees, professional employees, service employees, professional employees, guards and supervisory employees.

Section 2. **Membership As A Condition Of Employment.** The Employer agrees that, as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing in Local Union No. 247, an affiliate of the International Brotherhood of Teamsters, no later than either the thirty-first (31st) day following the beginning of their employment, or the thirty-first (31st) day following the date of this clause, whichever is the later.

Fund, created under this Contract, in accordance with the rules and regulations of the Trustees of such Fund, the employees of their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 2. **Pensions.** The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund the following contributions:

- A. 4/6/09: \$162.50
- B. 4/6/10: \$173.90
- C. 4/6/11: \$184.30
- D. 4/6/12: \$193.50
- E. 4/6/13: \$201.20

Contributions to the Pension Fund must be made for each employee covered by this Agreement who has completed sixty (60) days of employment and who renders compensated service in any part of any week or receives vacation pay in any part of any week.

ARTICLE XI

Section 1. **Protection of Rights.** It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line, excluding, however, picket lines at the Employer's place or places of business.

Section 2. **Struck Work.** It shall not be a violation of this Agreement and it shall not be a cause of discharge or disciplinary action if any employee refuses to perform any service which came to the Employer as a result of taking over struck work in cooperation with an Employer involved in a primary labor dispute.

AGREEMENT

THIS AGREEMENT, signed this 18 day of ~~May~~^{JUNE} 2010
and effective March 31, 2010, by and between

PORT HURON BUILDING SUPPLY
3555 Electric Avenue Port Huron MI 48060

party of the first part (the Employer) and Teamsters Local 337, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trumbull Avenue, Detroit MI 48216, party of the second part (the Union).

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between parties.

WITNESSETH:

ARTICLE I RECOGNITION AND UNION SHOP

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classification of employees covered by this Agreement, but excluding supervisory employees as defined in the National Labor Relations Act.

Section 2. The Employer agrees that as a condition of continued

\$15.00 per day worked (maximum \$75.00 per week).

(D) Contribute for each week on behalf of any employee if the employee worked or is compensated for any portion of the contribution week.

Employees who work either temporarily or in cases of emergency under the terms of this contract will not be covered by the provisions of this paragraph. Further, employees who are not available for work with the Employer herein will not be required to make any contributions to health and welfare fund for such employees regardless of the amount of time worked during any given calendar year.

During the life of this Agreement, which is a Transit Mix Agreement employees who have established eligibility for health insurance coverage will be eligible for extended coverage to a maximum of six (6) weeks per contract year. The company will pay the first three (3) weeks, MCTHWF will pay the second three (3) weeks. A maximum of three (3) weeks extended coverage will be provided by the Michigan Conference of Teamsters Health and Welfare Fund followed by a maximum of three (3) weeks coverage provided by the Company during periods of layoff and will not impact the fund's minimum contributions rules of illness, on the job injury (Workers Compensation), Military duty or the Employer's vacation obligation. Employees are not eligible for Company provided extended coverage until they have exhausted the three (3) weeks provided by the Health and Welfare Fund. There will be no carryover of unused bank weeks from one year to the next. The application of benefit bank weeks do not apply to voluntary or involuntary termination or if the employer discontinues participation in the fund and cannot be selectively applied.

PENSION CLASS 17B

The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, for each employee covered by this collective bargaining agreement who has been employed for thirty (30) calendar days or more:

Effective April 4, 2010 a contribution of \$ 34.80 per day

Effective April 3, 2011 a contribution of \$ 37.60 per day

Effective April 1, 2012 a contribution of \$ 39.90 per day

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made fifteen (15) days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept. 10291, Palatine, IL 60055-0291.

Contributions to the pension fund must be made for each week on each regular employee, even though such employee may not work the entire week under the provisions of this contract; provided, however, before said contributions are required, each such employee must work more than one (1) day in any calendar week, if work is available, unless excused because of proven illness. Employees who work either temporarily or in cases of emergency under the terms of this contract will not be covered by the provisions of this paragraph. Further, employees who are not available for work with the Employer herein will not be required to make any contributions to the pension fund for such employees regardless of the amount of time worked during any given calendar year.

~~If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the pension fund for a period of four (4) weeks.~~

Pension contributions will be paid on a daily basis for all employees who have been employed for thirty (30) calendar days or more.

If an employee is injured on the job, the Employer will continue to pay the required contribution until such employee returns to work, however, such contributions will not be paid for a period of more than six (6) months.

If an employee is granted a leave of absence, the Employer will collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the health and welfare fund and the pension fund during the period of absence.

Notwithstanding anything herein contained, it is agreed that in the

event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare Fund and Pension Fund in accordance with the rules and regulations of the Trustees of such Funds and after proper official of the Local Union will have given seventy-two (72) hours' notice to the Employer of such delinquency in the Health and Welfare Fund and pension fund payments, the Union will have the right to take such actions as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses resulting. It is agreed that the Welfare Fund and Pension Fund will be separately administered jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to similar collective bargaining agreements signed with Teamster Unions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such trust agreements, hereby waiving all notices and ratifying all actions taken or to be taken by such trustees within the scope of their authority.

ARTICLE XII
PAID FOR TIME

All employees covered by this Agreement will be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement will be minimums. Time will be computed from the time that the employee is ordered to report for work and registers in and until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving Federal, State, or City regulations, which occur through no fault of the driver, will be paid for. Such payment for driver's time when not driving will be the hourly rate.

ARTICLE XIII
PAY PERIOD

Successful job bidder will be advised of their selection and transfer to such new job will be as quickly as feasible.

ARTICLE XXIX

TERMINATION OF AGREEMENT

Section 1. This Agreement will be in full force and effect from March 31, 2010, to and including March 30, 2013 and will continue in full force and effect from year to year unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes and revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to March 30, 2013 or March 30th of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties will be permitted a lawful economic recourse to support their request for revisions if the parties fail to agree.

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seals the day and year first above written.

COMPANY



Mike Hawth
President

UNION



Reno Mifsud, Teamsters Local 337
Vice President

AGREEMENT

between

PORTZEN CONSTRUCTION CO.

and

TEAMSTERS LOCAL 120



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**CONTRACT
DEPARTMENT**

December 1, 2013 - November 30, 2016

AGREEMENT
BETWEEN TEAMSTERS LOCAL 120
AND
PORTZEN CONSTRUCTION CO.

ARTICLE 1

PORTZEN CONSTRUCTION CO. of Dubuque, Iowa, hereinafter referred to as the Employer, and TEAMSTERS LOCAL 120, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages, hours, and working conditions.

The Union shall be the sole and exclusive representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer.

The Employer recognizes the right of a union member to refuse to work with a non-union employee or person performing work covered by this contract, and it shall not be considered a violation of this Agreement by the Union or any member thereof, if a member of said Union refuses to work with a non-union employee or person.

New employees shall be employed only on a thirty (30) day trial basis, during which time they shall either be dismissed without further recourse, or at the end of the thirty (30) day period placed on the regular seniority list. It is understood, however, that this clause shall not be used to defeat the provisions of this contract or to prevent competent and qualified employees from gaining the status of a regular employee.

It is understood and agreed that the Union shall be the sole collective bargaining agent for all truck drivers, warehouse employees and truck mechanics, including working foremen.

It is understood and agreed by the parties to this Agreement that any probationary employee not be subject to or covered by the terms and provisions of this contract. All present employees who are members of this Local Union on the effective date of this Agreement or on the date of execution of same, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of continued employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Article, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act and the laws of the State of Iowa, but not retroactively.

Each employee shall receive time and one-half (1 1/2) after thirty two (32) hours worked in a holiday week.

Premium pay due under this Article will not be pyramided.

All employees covered by this contract shall be paid weekly, and no more than one week shall be held back on any employee.

ARTICLE 11 - PENSION PLAN

The Employer agrees to make the following contributions to the Central States, Southeast and Southwest Areas Pension Fund for each eligible employee under the Agreement during the term of the Agreement as follows:

Rates shall be set forth in the Appendix "A" attached to this contract.

By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Contributions to the Pension Fund must be made for each hour worked by each regular employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer, but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

ARTICLE 12 - HEALTH AND WELFARE

Each employer covered by this Agreement shall pay the appropriate amount per hour for each hour worked by the employees covered by this Agreement to the Teamsters Joint Council No. 45 and Carpenters Heavy Highway Health and Welfare Trust as set forth in the Appendix hereto.

The Health and Welfare Fund has been established, and is to be administered in accordance with the provisions of the National Labor Relations Act, as amended and pertinent provisions of the Internal Revenue Code.

Contributions shall be forwarded to the Administrator together with report forms supplied for such purposes on the last day of each month as directed by the Trustees.

Contributions to the aforesaid Health and Welfare Fund shall not constitute or be deemed wages due to the employees.

Agreement by and Between

PRAIRIE FARMS DAIRY, INC.
d/b/a CENTRAL DAIRY COMPANY (Driver-Salesmen-Delivery)
and
TEAMSTERS LOCAL UNION NO. 833

August 16, 2013 thru August 15, 2018

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JAN 08 2014

**CONTRACT
DEPARTMENT**

DRIVER-SALESMEN and DELIVERY, EMPLOYEES

THIS AGREEMENT made and entered into this 15th day of October, 2013, by and between PRAIRIE FARMS DAIRY, INC. d/b/a CENTRAL DAIRY COMPANY, Jefferson City, Missouri, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 833, or its successors, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WHEREAS, it is mutually desired between the parties hereto to bring about an effectuate spirit of fair dealing, promote the general welfare of the Dairy Industry in high public repute. It is covenanted and agreed to as follows:

ARTICLE 1. RECOGNITION:

The Company recognizes the Union as the exclusive representative of all Driver-Salesmen and Delivery employees but excluding all office employees and managers as defined in the National Labor Relations Act.

The Company will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it through duly authorized representatives of the Union.

ARTICLE 2. NON-DISCRIMINATION and HARASSMENT:

The Company and the Union agree that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, age, handicap, sexual orientation, military service during the Vietnam Era, or disability as defined by the Americans with Disability Act, as required by law.

Any reasonable accommodation made by the Company under the Americans with Disability Act on behalf of one of the employees will not establish a precedent, for employees who do not qualify for ADA.

Where the masculine or female gender is used in any job title or in any provisions of this Agreement, it is used solely for the purpose of illustration and is not in any way intended to designate the sex of the employee eligible for the position or the benefits provided by this Agreement.

The Company agrees that it will not interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.

The Company agrees to maintain a working environment free from harassment or abusive behavior.

three dollars (\$3.00) a year. The payment will be on a pre-tax basis through payroll deduction.

If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than nine (9) months.

The Company agrees to offer all present and future retiree's all benefits they would be entitled to, (at the same terms) as if they remained in Central States Southeast & Southwest Areas Health & Welfare Fund.

ARTICLE 29. PENSION PLAN & 401 (k):

The Employer shall contribute on the thirty first (31st) day of employment for each employee covered by this Agreement, to the Central States, Southeast & Southwest Areas Pension Fund, Class 17B rates as follows:

Effective August 16, 2013 \$193.10
Effective August 16, 2014 \$204.70
Effective August 16, 2015 \$217.00
Effective August 16, 2016 \$225.70
Effective August 16, 2017 \$234.70

If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than nine (9) months.

The Company offers a 401 (k) program on a non-match basis.

ARTICLE 30. TERMINATION OF AGREEMENT:

This Agreement shall become effective as of the 16th day of August, 2013, and shall remain in full force and effect through the 15th day of August, 2018, and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

Should notice of termination or desired modification be given in the manner provided for above, the party desiring the same shall:

1. Notify the Company sixty (60) days prior to August 15, 2013, to reopen the contract.

2. Offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the desired modification.
3. Notify the Federal Mediation and Conciliation Service within thirty (30) days after such notice of the existence of a dispute, and simultaneously therewith notify any State Agency established to mediate disputes within the State, provided no agreement has been reached by that time.
4. Continue in full force and effect, without resorting to strike or lock-out, all the terms and conditions of this Agreement for a period of sixty (60) days after such notice is given or until the expiration date of this contract, whichever occurs later.

In the process of bargaining in good faith for a new contract or a contract containing the desired modifications, the parties recognize the fact that it may be necessary to continue their negotiations after the date upon which this Agreement legally terminates; and in order to provide for their duties and obligations for the period of time between the termination date of this Agreement and the date upon which they conclude a new contract or one containing the desired modifications, it is understood and agreed as follows:

1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take the place of this one or a contract containing the desired modifications and such negotiations shall continue until either a complete agreement and understanding is reached or until either or both parties conclude that it is not probable that further negotiations will result in an agreement.
2. All of the terms and provisions of this contract shall be continued in full force and effect and extended from the termination date hereof to such time as the parties either enter into a new agreement or an agreement containing the desired modifications, or terminate further negotiations in the manner above-mentioned.
3. Should the parties reach an agreement upon the terms and provisions of a new agreement or an agreement containing the desired modifications at a time subsequent to the termination date of this contract, then in such event all of the terms and provisions of the new contract or the contract containing the desired modifications shall be made retroactive to the termination date of this Agreement.

AGREEMENT

By and Between

**PRAIRIE FARMS DAIRY, INC.
d/b/a CENTRAL DAIRY COMPANY (Plant)**

and

TEAMSTERS LOCAL UNION NO. 833

August 16, 2012 -- August 15, 2017

RECEIVED

MAY 07 2013

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DEPARTMENT**

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INSIDE DAIRY EMPLOYEES

THIS AGREEMENT, made and entered into this 1st day of May, 2013, by and between PRAIRIE FARMS DAIRY, INC. d/b/a CENTRAL DAIRY COMPANY, Jefferson City, Missouri, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 833, or its successors, affiliated with the International Brotherhood of Teamsters, AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, it is mutually desired between the parties hereto to bring about an effectuate spirit of fair dealing, promote the general welfare of the Dairy Industry in high public repute. It is covenanted and agreed to as follows:

ARTICLE 1. RECOGNITION:

The Company recognizes the Union as the exclusive representative of all production and maintenance employees but excluding all office employees and managers as defined in the National Labor Relations Act.

The Company will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it through duly authorized representatives of the Union.

ARTICLE 2. NON-DISCRIMINATION:

The Company and the Union agree that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, age, handicap, sexual orientation, military service during the Vietnam Era, or disability as defined by the Americans with Disability Act, as required by law.

Any reasonable accommodation made by the Company under the Americans with Disability Act on behalf of one of the employees will not establish a precedent, for employees who do not qualify for ADA.

Where the masculine or female gender is used in any job title or in any provisions of this Agreement, it is used solely for the purpose of illustration and is not in any way intended to designate the sex of the employee eligible for the position or the benefits provided by this Agreement.

The Company agrees that it will not interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE 3. RIGHTS:

The Company has the right in all respects to manage its business, operations, and affairs; to establish wages, hours, and to change, establish, or discontinue jobs or operations and other terms and conditions of employment not in conflict with the express terms of the Agreement.

Any of the rights, power and authority the Company and Union have prior to entering this collective bargaining agreement are retained, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than nine (9) months.

The Company agrees to offer all present and future retiree's all benefits they would be entitled to, (at the same terms) as if they remained in Central States Southeast & Southwest Areas Health & Welfare Fund.

ARTICLE 26. PENSION PLAN & 401 (k):

The Employer shall contribute on the thirty first (31st) day of employment for each employee covered by this Agreement, to the Central States, Southeast & Southwest Areas Pension Fund, Class 17B rates as follows:

Effective August 16, 2012	\$193.10
Effective August 16, 2013	\$200.80
Effective August 16, 2014	\$208.80
Effective August 16, 2015	\$217.20
Effective August 16, 2016	\$225.90

If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than nine (9) months.

The Company offers a 401 (k) program on a non-match basis.

ARTICLE 27. TERMINATION OF AGREEMENT:

This Agreement shall become effective as of the 1st day of May, 2013, and shall remain in full force and effect until the 15th day of August, 2017, and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either party hereto.

Should notice of termination or desired modification be given in the manner provided for above, the party desiring same shall:

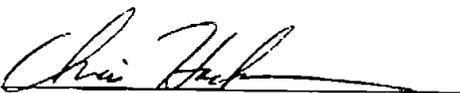
1. Offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications.
2. Notify the Federal Mediation and Conciliation Service within thirty (30) days after such notice of the existence of the dispute, and simultaneously therewith notify any State Agency established to mediate disputes within the State, provided no agreement has been reached by that time.
3. Continue in full force and effect, without resorting to strike or lockout, all the terms and provisions of this Agreement, for a period of sixty (60) days after such notice is given, or until the expiration date of this contract, whichever occurs later.

In the process of bargaining in good faith for a new contract or a contract containing modifications, the parties recognize the fact that it may be necessary to continue their negotiations after the date upon which this Agreement legally terminates; and in order to provide for their duties and obligations for a period of time between the termination date of this Agreement and the date upon which they conclude a new contract or one containing the desired modifications, it is understood and agreed as follows:

1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new agreement to take the place of this one or a contract containing the desired modifications, and such negotiations shall continue until either a complete agreement and understanding is reached or until either or both parties conclude that it is not probable that further negotiations will result in an agreement.
2. All of the terms and provisions of this contract shall be continued in full force and effect and extended from the termination date hereof to such time as the parties either enter into a new agreement or agreement containing the desired modifications, or terminate further negotiations in the manner above-mentioned.
3. Should the parties reach an agreement upon the terms and provisions of a new agreement or an agreement containing the desired modifications, at a time subsequent to the termination date of this contract, then in such event all of the terms and provisions of the new contract, or the contract containing the desired modifications, shall be made retroactive to the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this and several other copies hereto, the date and year first above-written.

PRAIRIE FARMS DAIRY, INC
d/b/a CENTRAL DAIRY COMPANY
Jefferson City, MO

By 

TEAMSTERS LOCAL UNION NO. 833
Affiliated with the International
Brotherhood of Teamsters, AFL-CIO

By 

Steward: 

RECEIVED

MAY 07 2013

**CONTRACT
DEPARTMENT**

ORIGINAL

THIS AGREEMENT ENTERED INTO BY AND BETWEEN
CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND
HELPERS LOCAL UNION NO. 135 affiliated
With the INTERNATIONAL BROTHERHOOD OF TEAMSTERS
And
PRAIRIE FARMS DAIRY – TERRE HAUTE, INDIANA
ADDENDUM FOR SALES- DRIVERS- WAREHOUSEMEN
CENTRAL STATES AREA MASTER DAIRY AGREEMENT
May 1, 2012 to April 30, 2017

RECEIVED

AUG 06 2012

**CONTRACT
DEPARTMENT**

PREAMBLE

In compliance with ARTICLE 19, Section 19.1 of the Master Dairy Agreement between Prairie Farms Dairy, Inc. and the Central Conference of Teamsters, the following additional terms and provisions have been agreed to by the Company and Teamsters Local Union No. 135, Terre Haute, Indiana Branch.

If for any reason the Master Agreement is terminated or for any reason becomes inoperative during the term of this Addendum, the terms and conditions of the Master Agreement Shall, however, remain in effect for the duration of the Addendum.

Unless otherwise noted, the following shall be an addition to the Central Conference of Teamsters Master Dairy Agreement.

ARTICLE 1 – MASTER DAIRY AGREEMENT SCOPE OF AGREEMENT

1.1 Pursuant to SECTION 1.2 of the Central Conference of Teamsters Master Dairy Agreement, the Bargaining Unit for which this Addendum is recognized is all Route-Salesmen and Warehousemen at the Employer's Branch at Terre Haute, Indiana.

1.2 It is understood that the above language of Section 1.1 is only effective to the extent it is permitted by Indiana State and Federal Law.

ARTICLE 2 – MASTER DAIRY AGREEMENT SENIORITY

In recognition of the seniority provision of the Central Conference of Teamsters Master Dairy Agreement ARTICLE 5, the parties do hereby choose to replace 5.1 (a), (b); 5.2 (a), (b), and 5.3 (c) as follows:

- 2.1 A new employee shall work under the provisions of this agreement, but shall be employed only on a sixty (60) working day trial basis or such further period as may be agreed upon between the Employer and the Local Union, during which period he/she may be discharged without further recourse provided, however, that the Employer may not discharge or discipline for the purpose of evading the seniority provisions of this Agreement or discriminating against Union members. After sixty (60) working days or such further period, the employee shall be placed on the regular seniority list.
- 2.2 Seniority rights for employees shall prevail on a branch-wide bargaining unit basis. Seniority shall be broken only by discharge for just cause as outlined in Article 11 of the Master Dairy Agreement, voluntarily quit, or more than a three (3) years layoff. In the event of a layoff, and employee so laid off shall be given two (2) weeks notice of recall mailed to the employee's last known address. The employee must, within seven (7) days of receipt of notice of recall, advise the Company of his intent to return to

- 15.4 If an employee is absent because of illness or off the job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence and desires to continue to be covered under said health care plan, he shall furnish to the company, prior to the leave of absence, sufficient monies to pay the required contribution into the health care fund during the period of absence.

It is understood and agreed the Company's liability in regard hereto is limited to the benefits outlined in the Prairic Farms and Subsidiaries Health Care Plan Document.

ARTICLE 16
PENSION

- 16.1 The Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, effective May 1, 2012 the sum of one-hundred ninety-three dollars and ten cents (\$193.10) per week, and effective May 1, 2013 the sum of two-hundred dollars and eighty cents (\$200.80) per week, and effective May 1, 2014 the sum of two-hundred eight dollars and eighty cents (\$208.80) per week, and effective May 1, 2015 the sum of two-hundred seventeen dollars and twenty cents (\$217.20) per week, and effective May 1, 2016 the sum of two-hundred twenty five dollars and ninety cents (\$225.90) per week for each employee cover by this agreement who has been on the payroll thirty (30) days or more.
- 16.2 By the execution of this Agreement, the Employer authorizes the Employer's Associations, which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- 16.3 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.
- 16.4 Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agree (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of

probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacation, paid holidays, and actual time worked.

ARTICLE 17
JURY DUTY

- 17.1 When employees covered by this Agreement are called upon for jury duty service, they shall advise their foreman or forelady upon receipt of such call. If taken from their work for such service, the Company will pay one hundred percent (100%) of the difference between the employee's wages and the amount paid for jury duty.

ARTICLE 18
MISCELLANEOUS PROVISIONS

- 18.1 The Local Union under this Agreement shall retain conditions from previous Agreements and shall retain same under Article 6, SECTION 6.1, of the Central States Area Master Dairy Agreement.
- 18.2 If the employer or a government agency requests a regular employee to qualify on equipment requiring a classified or special license or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job opportunity with his Employer, the Employer shall allow such regular employee the use of the equipment so required in order to take the examination on the employee's own time.
- 18.3 CREDIT UNION The Company agrees to make payroll deductions for employees who have given written authorization for payroll deductions in the amount of monies as authorized by its employees for the employee's individual member account with the federally chartered Credit Union, FINANCE CENTER FEDERAL CREDIT UNION; and will remit said monies deducted as authorized by its employees to the FINANCE CENTER FEDERAL CREDIT UNION, P.O. Box 26501, Indianapolis, Indiana 46226.

ARTICLE 19
INSPECTION PRIVILEGES

- 19.1 Authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of posting notices, adjusting disputes, investigating working conditions, collecting dues, and ascertaining that this Agreement is being adhered to.

ARTICLE 20
RETROACTIVITY CLAUSE

- 20.1 It is mutually understood and agreed by the parties hereto that this Addendum and Riders thereto, and all the provisions set forth therein, shall be retroactive to the expiration date of the previous Contract.

ILLINOIS CONFERENCE OF TEAMSTERS
ADDENDUM
TO
CENTRAL STATES AREA MASTER DAIRY AGREEMENT
BETWEEN
TEAMSTERS DOWNSTATE ILLINOIS
DAIRY INDUSTRY NEGOTIATING COMMITTEE
AND
PRAIRIE FARMS DAIRY, INC.

*****PERIOD COVERED*****

JANUARY 1, 2015 TO DECEMBER 31, 2018

RECEIVED

AUG 07 2015

CONTRACT
DEPARTMENT

PREAMBLE

In compliance with Article 19, Section 19.1 of the Central States Area Master Dairy Agreement Between PRAIRIE FARMS DAIRY, and the CENTRAL CONFERENCE OF TEAMSTERS, the following additional terms and provisions have been agreed to by the COMPANY and the TEAMSTERS DOWNSTATE ILLINOIS DAIRY INDURTRY NEGOLAION COMMITTEE, on behalf of its affiliated Local Unions:

- Quincy, IL -Local Union No. 688 Hannibal Missouri
- Urbana, IL -Local Union No. 26 Danville, Illinois
- Carlinville, IL -Local Union No. 525 Alton, Illinois
- Springfield, IL -Local Union No. 916 Springfield, Illinois
- Pana, IL -Local Union No. 279 Decatur, Illinois
- Olney, IL -Local Union No. 135 Indianapolis, Indiana

ARTICLE 1

SCOPE OF AGREEMENT

Section 1.2 The following shall be an addition to Section 1.2 of the Master Agreement. Pursuant to Section 1.2 of the Master Agreement, the bargaining unit for which this Addendum is recognized is all Production and Maintenance Employees, Truck Drivers and Route Salesmen at Quincy, Pana, Urbana, Carlinville, Springfield, and Olney Illinois, but excluding all office and Lab Employees and those engaged exclusively in a supervisory capacity and any other employees not covered by the classifications set forth in this Addendum.

Section 17.3 Employee to pay health care premiums as stated below: (To be effective 2/1/12. Any increases will be experience rated, but will not increase more than 15% on an annualized basis. Effective 1/1/13 and 1/1/14 employees will pay the established rates.)

\$600 DEDUCTIBLE	WEEKLY
Single	\$7.70
Single + Child	\$25.01
Single + Spouse	\$40.56
Family	\$47.25

Section 17.4 Health care coverage will begin for new employees on the first of the month following the completion of thirty (30) days of regular full time employment.

Section 17.5 If an employee is absent because of illness or off the job injury and notifies the company of such absence, the Company shall continue to make the required contributions for a period of twelve (12) weeks. If an employee is injured on the job, the company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence and desires to continue to be covered under said health care plan, he shall furnish to the company, prior to the leave of absence being effective, sufficient moneys to pay the required contribution into the health care fund during the period of absence.

It is understood and agreed the Company's liability in regard hereto is limited to the benefits outlined in the Prairie Farms and Subsidiaries Health Care Plan Document.

ARTICLE 18

PENSION

Section 18.1 Effective June 1, 2014 through May 31st, 2015 the Company shall contribute two hundred nine dollars and twenty cents (\$209.20) per week to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for regular full-time employees (excluding seasonal employees hired between April 1 and October 1) at all locations covered by this addendum. Effective June 1, 2015, the above contribution shall be two hundred seventeen dollars and sixty cents (\$217.60)

per week. Effective June 1, 2016, the above contribution shall be two hundred twenty six dollars and thirty cents (\$226.30) per week. Effective June 1, 2017, the above contribution shall be two hundred thirty five dollars and forty cents (\$235.40) per week. Effective June 1, 2018, the above contribution shall be two hundred forty four dollars and eighty cents (\$244.80) per week.

By the execution of this Agreement, the employer authorizes the Employer's Association which are parties hereto enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority. If an employee is absent because of illness or off the job injury and notifies the employer of such absence, the employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the employer shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE 19

JURY DUTY

When employees covered by this Agreement are called upon for jury service, they shall advise their Foreman or Forelady upon receipt of such call. If taken from their work for such service, the Company will pay one hundred percent (100%) of the difference between employee's wages and the amount paid for jury duty. When an Employee has served any part of jury duty on a day he is scheduled, he shall not be required to report for work even if the employee is working 2nd and 3rd shift.

ARTICLE 20

MISCELLANEOUS PROVISIONS

All Local Unions under this Agreement who wish to retain conditions from previous Agreements shall retain same under Article 6, Section 6.1 Central States Area Master Dairy Agreement.

AGREEMENT

Between

***PRAIRIE FARMS DAIRY, INC.
HAZELWOOD, MO***

and

TEAMSTERS LOCAL UNION NO. 688



Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

-TERM-

JULY 11, 2010

THROUGH

JULY 11, 2015

RECEIVED

JAN 18 2011

**CONTRACT
DEPARTMENT**

PREAMBLE

The purpose of this Agreement is to establish and maintain a harmonious relationship between the Union, the Company and its associates. It is agreed that the fullest cooperation between the Company and its associates is necessary to permit the maintenance of harmonious relations and therefore set forth herein rates of pay, hours of work, conditions of employment to be observed by the parties hereto, and that they will abide by this Agreement and all mutual understandings contained therein, it being their purpose to settle all differences without disturbance to industrial peace.

ARTICLE 1

AGREEMENT

Section 1. This Agreement, made and entered into by and between PRAIRIE FARMS DAIRY, INC., or its successors, hereinafter referred to as the "Company", and Local Union No. 688, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

Section 2. The undersigned Company and the Union agree to be bound by all of the terms and provisions of this Agreement, and also agree to be bound by the interpretations and enforcement of the Agreement.

Section 3. No supplementary or secondary agreement or understanding as to the meaning, application or enforcement of any provisions of this Agreement shall be binding upon either the Union or the Company unless and until signed by the Union and by duly-authorized representatives of the Company. This section shall in no way conflict with other provisions of this Agreement.

ARTICLE 2

RECOGNITION

Section 1. The Company agrees to recognize and does hereby recognize the Union as the sole collective bargaining agency for those classifications of associates listed in Exhibit "B", located in St. Louis and St. Louis County, Missouri. The term "associate" or "associates", whenever used in this Agreement, shall mean all hourly-rated associates working in positions covered by the hourly wage rate classifications as set forth in this Agreement.

Section 2. The Company will neither negotiate nor make collective bargaining agreements for any of the associates covered by this Agreement unless it be through duly authorized representatives of the Union.

Section 3. The Company agrees that it will not sponsor nor promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union, nor will it interfere with, restrain, coerce or discriminate against any of its associates in connection with their membership in the Union. The Union will likewise agree that it will not sponsor nor promote, financially or otherwise, any group or organization for the purpose of undermining the Company.

agrees to pay the contribution required to maintain the benefit, not to exceed one dollar (\$1.00) per week each year.

The cost as outlined above is intended as a maintenance of benefits. The parties agree that minor adjustments upward in benefits may occur during the life of the agreement and will not be subject to any type of litigation or other protest on the part of the Company.

Payments shall be made by the Company monthly for all regular associates who work one (1) day during a week and shall be due and payable on or before the 15th day of the following month. Payments shall be accompanied by such reports as are prescribed by the Trust or on such reporting forms as it may furnish.

ARTICLE 31

PENSIONS

Section 1. The Company may substitute Teamster Negotiated Plan for the Central States Pension Plan provided that the benefits of such Negotiated Plan for each covered associate will be no less than if coverage of such associate had been continued under the Central States Pension Plan. Until such substitution is effected, Section 2 of this Article shall apply.

Section 2. The Company will continue to contribute weekly to the Central States, Southeast and Southwest Areas Pension Fund for each regular associate who has been on the payroll thirty (30) days or more:

\$214.90	effective	July 11, 2010
\$232.10	effective	July 11, 2011
\$250.70	effective	July 11, 2012
\$270.80	effective	July 11, 2013
\$292.50	effective	July 11, 2014

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. The Union and the Company agree to be bound by, and hereby assent to all the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the Rules and Regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and Rules adopted. Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement; as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

The Company hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Company agrees that it will execute said attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

Section 3. If a regular associate is absent because of illness or off the job injury and notifies the Company of such absence, the Company shall make the required contributions for a period of four (4) weeks. If the associate is injured on the job, the Company shall continue to make the required contributions until such associate returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

ARTICLE 32

SAVINGS PLAN

The Company will provide a payroll deduction savings plan 401(k) for all eligible associates that contains a provision that would allow associates to borrow funds in accordance with Company policy.

ARTICLE 33

SEVERANCE PAY

Section 1. In the event the Company closes or sells the dairy and regular associates are terminated as a result thereof, pay equal to one (1) week of pay for forty (40) hours for each year of continuous service with the Company, not to exceed twelve (12) weeks will be paid. The Company further agrees that regular associates will not be scheduled for less than forty (40) hours per week to avoid layoffs.

Section 2. The Company shall continue contributions to the Labor Health Institute (L.H.I.) Fund for two (2) full months following termination for those regular associates who receive severance pay.

Section 3. If the dairy is sold and the successor assumes the same labor agreement and offers employment to an associate who is otherwise eligible for severance pay under the terms of this Article, then no provision of this Article shall apply.

Section 4. An associate who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits his/her seniority and recall rights.

Section 5. A regular associate who is laid off, for reasons other than those mentioned in Section 1 above, in excess of the time limits outlined in Article 17 will also be entitled to severance pay at the conclusion of his/her recall rights in the amount that he/she was entitled at the time of the layoff.

Section 6. The Company will meet with the Union prior to the closing of the warehouses, bakery, dairy or stores, or after a sale of the dairy has been consummated.

LOCAL ADDENDUM TO THE
CENTRAL STATES
MASTER DAIRY AGREEMENT

BY AND BETWEEN
LOCAL No. 279
LOCATED IN
DECATUR, ILLINOIS

AND

PRAIRIE FARMS DAIRY
ICE CREAM PLANT
DECATUR, ILLINOIS

-Period covered by Master Dairy Agreement
Commencing May 1, 2009

-Period covered by Local Addendum
-June 1, 2013 to and including May 31, 2018

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DEPARTMENT

ADDENDUM

Addendum to the Central States Master Dairy Agreement between Prairie Farms Dairy, Inc. Ice Cream Plant, Decatur, Illinois, and Teamsters Union Local No. 279, Decatur, Illinois.

PREAMBLE

In compliance with Article 19, Section 19.1 of the Central States Area Master Dairy Agreement between Prairie Farms Dairy, Inc. and Teamsters Union Local No. 279, the following additional terms and provisions have been agreed to by the Company and the Union for the Decatur, Illinois Ice Cream Plant.

ARTICLE I - DESCRIPTION OF UNIT AND EXEMPTIONS

(A) This Addendum covers units or employees employed in the various classifications of work subsequently set forth in this Addendum, who are represented by the Local Union set forth at the aforementioned plant.

(B) The parties agree that this Addendum shall not include office or confidential employees, supervisory employees, as defined by the Labor Management Relations Act, as amended, or any other employees not covered by the classifications set forth in this Addendum.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Company has the sole and exclusive right to manage their business. All rights not expressly altered by the terms of this Agreement shall remain vested with the Company.

Section 2. The Employer shall have the exclusive right to select lead persons and the number of lead persons to be used in its, operations. The lead persons' duties include to supervise, coordinate, instruct and train, and relieve. A lead person does not have management authority over other employees to discipline, discharge or to establish schedules. The lead person will not have super-seniority, but will be subject to qualification.

ARTICLE 3 - SENIORITY

In recognition of the seniority provisions of the Central States Area Master Dairy Agreement, Article V, the parties do hereby choose to apply said provisions as follows:

Section 1. Seniority rights of employees covered by this contract shall prevail in accordance with the Central States Master Agreement and shall be considered by departments of which there will be four (4):

1. Production Employees
2. Ice Cream Driver Salesmen and Truck Drivers
3. Tractor-Trailer Drivers
4. Maintenance Employees

ARTICLE 5 - HEALTH AND WELFARE INSURANCE

HEALTH and WELFARE: Employees will pay \$20.00 per week for health insurance beginning 1/1/14 and ten percent (10%) of the cost of any subsequent increases effective 1/1/15.

Effective June 1, 2013	\$216.00 per week
Effective June 1, 2014	\$247.00 per week
Effective June 1, 2015	\$283.00 per week
Effective June 1, 2016	Not to exceed 12% of year three
Effective June 1, 2017	Not to exceed 12% of year four

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) week. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, and desires to continue to be covered under said Health and Welfare plan, he shall, furnish to the Company, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Health and Welfare Fund during the period of absence.

It is understood and agreed the Company's liability in regard hereto is limited to the payment of the weekly contribution for each regular employee covered by this contract.

ARTICLE 6 - PENSION

Effective June 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund Schedule B the sum of One hundred forty Dollars and twenty cents (\$140.20) per week for each employee covered by this Agreement who has been on the payroll forty-five (45) days or more.

Effective June 1 2014	\$148.60 per week per employee
Effective June 1,2015	\$157.50 per week per employee
Effective June 1 2016	\$163.80 per week per employee
Effective June 1 2017	\$170.40 per week per employee

Pension Contribution shall be submitted for each employee covered by this Agreement who has been on the payroll forty-five (45) working days or more (excluding temporary employees hired between April 1 and October 1).

By the execution of this Agreement, the Employer authorizes the Employers Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

The Company will offer to all employees the option to enroll into the Prairie Farms 401K Savings plan however at this time not matching employer contributions will be required

ARTICLE 7 - VACATIONS

Section 1 Employees covered by this Agreement who have worked sixty (60%) percent or more of the total working days during any twelve (12) month period shall receive a vacation with pay of one (1) week where they have been employed one (1) year; two (2) weeks where they have been employed two (2) years or more; three (3) weeks where they have been employed eight (8) years or more; four (4) weeks where they have been employed fifteen (15) years or more; five weeks where they have been employed 20 years or more.

It is understood that during the first year of employment, the employees must have worked sixty (60%) percent of the total working days in order to obtain his vacation and must have been employed for the full year. During the second and subsequent years the employee must have worked sixty (60%) percent of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. No more than one (1) vacation will be earned for any twelve (12) month period. Time lost due to sickness or injury shall be considered days worked, but shall not be included in computation to determine average daily earnings. The work day and not the calendar day shall be the basis for computing the number of days worked. Any employee who has earned a vacation in accordance with this provision and who quits or is discharged shall be entitled to and shall receive vacation pay in lieu of time off.

The Company must post the vacation schedule by October 1 and all employees shall have their vacations picked by December 1. If the employees do not pick their vacation by December, they will have to choose whatever else is available. Seniority shall prevail in choice of vacation. Employees with more than one (1) week's vacation may take their vacation at two (2), three (3), or four (4) different periods, provided each vacation period is comprised of whole week segments. After an employee splitting his vacation selects one (1) vacation period by seniority, their name will go to the bottom of the seniority list for selecting the additional periods.

- (a) Section I- A total of three (3) employees may be on vacation at the same time from October 1 to March 31 but no more than two (2) employees from the hardening room or one (1) employee from the mix room may be off at any one time. From April 1 to September 30, a total of two (2) employees may be on vacation at the same time with no more than one (1) employee from the mix room being off at any one time.
- (b) The Company shall have the right to shut down the plant for up to two (2) weeks during the weeks of Christmas and New Year's. Employee with five (5) weeks of vacation must take one (1) week of vacation during this shutdown. Employees having less than five (5) weeks vacation may elect to take vacation during either or both of these weeks providing the employee has the appropriate amount of vacation but will not be compelled to use vacation during this shutdown period.

Vacation pay for hourly paid employees shall be based upon the normal scheduled work week of forty (40) hours at their hourly rate at the time they take their vacation.

Holiday weeks will also be vacation weeks if requested. Once the vacation schedule is established it cannot be changed unless by mutual agreement.

The employees who work on a shift fifty (50%) percent of the time, which required premium pay for such shift, shall receive the same pay for their vacation pay.

Employees taking vacation in which a holiday falls during the week will receive an extra eight (8) hours pay or ten (10) hours pay, as the case may be, or extra day off with pay at his option.

The vacation pay for employees paid on a commission basis shall be figured on the basis of 1/52 of the previous years W2 for each week of vacation.

**PRAIRIE FARMS DAIRY INC.
ACCOUNT NO.: 6436808-1900-00279-A**

LETTER OF UNDERSTANDING AND AGREEMENT

Effective June 1, 2013, contributions will be remitted to the Central States Pension Fund on behalf of each employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

Seasonal and temporary employees working during April 1st through October 1st will be excluded for participation in the Pension Fund. In the event that any seasonal and/or temporary employee works beyond October 1st or works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required for regular employees.

PRAIRIE FARMS DAIRY INC.

LOCAL UNION NO. 279

By: *Dominic [Signature]*

By: *Justin B. [Signature]*

Title: *General Manager*

Title: *Trustee*

Date: *2/7/14*

Date: *2.10.14*

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FEB 11 2014

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DEPARTMENT**

AGREEMENT

Between

PRAIRIE FARMS DAIRY, INC.

Brookfield, MO

and the

GENERAL TEAMSTERS CHAUFFEURS, WAREHOUSEMEN

AND HELPERS UNION LOCAL NO. 955

Kansas City MO 64130

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AUG 06 2013

CONTRACT
DEPARTMENT

Effective: February 15, 2013 through February 15, 2018

LOCAL ADDENDUM

This addendum dated the 15th day of February, 2013 by and between the Prairie Farms Dairy Company, Brookfield, Missouri, hereinafter referred to as the "Employer" and Union Local No. 955 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Local Union", effective February 15, 2013 as an addendum to the Master Dairy Agreement entered into by the Employer, the Local Union and the Central Region of Teamsters.

ARTICLE I

Recognition

- (a) Pursuant to Section 1.2 of the Master Dairy Agreement, the bargaining unit for which the Local Union is recognized as all inside processing employees in the creamery, print room, milk and milk products, firemen, hammen, maintenance and garage employees, working foremen and leadmen, outside drivers salesmen, driver salesmen relief men, ice cream dockmen and ice cream driver salesmen, working supervisors, or any employees engaged in operations in the dairy department.
- (b) It is further agreed that this agreement shall not include in any respect, superintendents, executives, non-working foremen, or office employees.

ARTICLE II

Union Security

- (a) Pursuant to Section 2.1 of the Master Dairy Agreement, any employee, who, within the period herein specified, fails to become a member of the Union by failing to pay initiation fees, or who, after becoming a member loses his membership by failing to pay his regular membership dues, shall upon receipt of written request from the Union immediately be discharged by the Company.

ARTICLE III

Individual Agreement

- (a) The Employer agrees that it will not request any of its employees to enter into any agreement, either written or oral, which may conflict with this Agreement.

ARTICLE IV

No Discrimination

- (a) The Employer agrees that no employee shall be discriminated against because of membership in the union or because of serving on a committee of the Union.

Option B: Retiree may elect to pay three hundred seventeen dollars (\$317) per month for the \$600 deductible plan for the retiree only. A spouse may be covered by the \$600 deductible plan at age 55 for an additional \$317. If the spouse is under age 55 the full premium payment must be paid to age 55. Dependent children cannot be covered under this option.

When the retiree is eligible for Medicare, all coverage stops. When the spouse becomes eligible for Medicare, all coverage stops. This option also provides the same benefits, as an active employee except there is no choice of deductible level. Only the \$600 deductible is available.

The \$317 rate is subject to change annually to reflect medical inflationary trends.

I elect to continue my insurance after retirement under the Prairie Farms Dairy and Subsidiaries Health Care Plan under Option A _____ or B _____ as described above for Single or Single +1 or Family Coverage. I understand this is a once in a lifetime election, and if I drop my insurance coverage or dependent coverage during my retirement, coverage cannot be reinstated in the Health Care Plan.

_____ I do not want to continue my insurance after retirement under the Prairie Farms and Subsidiaries Health Care Plan.

_____	_____
Signature	Date
_____	_____
Witness	Date

ARTICLE XXIII
Pension

(a) The Employer shall contribute to the Central State, Southeast and Southwest Areas Pension Fund the sums of:

Effective February 15, 2013	\$193.10
Effective February 15, 2014	\$200.80
Effective February 15, 2015	\$208.80
Effective February 15, 2016	\$217.20
Effective February 15, 2017	\$225.90

This is for each regular employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

- (b) By the execution of this Agreement, the Employer authorizes the Employer's Association of the Central States, Southeast and Southwest Areas Pension Fund to enter into appropriate trust agreement necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority

- (c) If an employee is absent because of illness or off the job injury and notifies the Employer of such absences, the Employee shall continue to make the required contributions for a period of four (4) weeks. If employees are injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave an absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

- (d) Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract and although contributions may be made for those weeks into some other Pension Fund. The provisions of this paragraph shall not cover employees who work either temporarily or in cases of emergency under the terms of this contract.

ARTICLE XXIV Funeral Leave

- (a) In the event of the death of the Mother, Father, Mother-in-law, Father-in-law, Sister, Brother, Spouse, Child or step child for a current marriage of an employee, such employee will be granted a leave of absence with pay to attend the funeral. However, said leave shall in no event exceed three (3) days immediately following the day such unfortunate incident occurs and his absence due thereto would result in a loss of pay if this clause were not in effect. Employees will receive one (1) day for Grandparents. Employees who are laid off, on vacation, or off sick at the time shall not be eligible for the benefit hereof. If Employee's regular day off fall on one of

PRAIRIE FARMS DAIRY, INC.
ACCOUNT NO.: 6436808-2001-00955-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective February 15, 2013, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked, at the following rates:

Effective Date	Rate
February 15, 2013	\$193.10
February 15, 2014	\$204.70
February 15, 2015	\$217.00
February 15, 2016	\$225.70
February 15, 2017	\$234.70

PRAIRIE FARMS DAIRY, INC.

LOCAL UNION NO. 955

By: *Chris Hub*

By: *James Pitt*

Title: *General Manager*

Title: *President Local 955*

Date: *November 15, 2013*

Date: *Nov 18, 2013*

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 NOV 20 2013 NOV 20 2013
 CONTRACT DEPARTMENT

8377 West Higgins Road
Rosemont, Illinois 60018-4936
Phone: (847) 618-0900

www.centstates.org

ARTICLES OF AGREEMENT BETWEEN
PRAIRIE FARMS DAIRY, INC. - JOLIET DIVISION

AND

TEAMSTERS LOCAL UNION NO. 179,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS



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JUL 18 2014

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EFFECTIVE
MAY 1, 2014 - APRIL 30, 2017

ADDENDUM
TO THE CENTRAL STATES AREA
MASTER DAIRY AGREEMENT AT JOLIET, ILLINOIS
AND TEAMSTERS LOCAL UNION NO. 179

In compliance with Article 1, Section 1.2 of the Master Agreement between PRAIRIE FARMS DAIRY, INC. - JOLIET DIVISION and the Central Region of Teamsters, Teamsters Local Union No. 179, Affiliated with the International Brotherhood of Teamsters, does hereby agree to be bound by the following additional terms and provisions with respect to the employees coming under the jurisdiction of the Addendum.

WITNESSETH

ARTICLE 1 - DESCRIPTION OF UNITS AND EXEMPTIONS

A. This Addendum covers those categories of the employees subsequently set forth in this Addendum.

B. The parties agree that this Addendum shall not include Plant Employees, General Office or Confidential Employees, Supervisory Employees, as defined by the Labor Management Relations Act, or any other employees not covered by the categories of employees set forth in the Addendum.

C. Trial period for new hire shall be sixty (60) days.

D. The Union agrees that no dairy can be classified as a Union Dairy unless all Drivers and Dealers delivering their own routes are members of Local 179, and sign and abide by the provisions of this Addendum.

agrees to abide by Article 11. The provisions of this Article shall be suspended in the event of, and during a general strike by or lock-out of the members of the Union.

C. It is agreed by the Union that any Sales Driver wishing to quit their position must give the Company two (2) weeks' notice. Any employee who fails to give the Company two (2) weeks' notice prior to quitting his/her position shall forfeit all rights to a maximum of one (1) week's vacation pay.

D. The Company retains the right to suspend or discontinue permanently the business or any component operation thereunder at any time in its discretion without incurring any liability to the employees.

ARTICLE 12 - PENSION PLAN

The Company will contribute to the Central States, Southeast and Southwest Areas Pension Fund for regular full time employees (excluding seasonal employees employed April 1 to October 1):

May 1, 2014 ---- \$196.80 per week
May 1, 2015 ---- \$212.50 per week
May 1, 2016 ---- \$225.30 per week

The Company's liability hereunder is limited to the weekly contributions as stated for the duration of this contract.

ARTICLE 13 - HEALTH AND WELFARE

A. The Company shall extend single and dependent coverage under its PRAIRIE FARMS AND SUBSIDIARIES HEALTH CARE PLAN "D" effective August 1, 2014 to all regular full time employees. All employees shall contribute toward the cost of health care according to the schedule provided with the Company Health Care Plan "D". The employee contribution shall be a pre-tax payroll deduction. The employee contribution may be adjusted annually to reflect medical inflationary trends, but will not be adjusted more than fifteen percent (15%) per year.

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APR 17 2015

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**ARTICLES OF AGREEMENT BETWEEN
PRAIRIE FARMS DAIRY, INC. - PEORIA DIVISION
AND
TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627
EFFECTIVE APRIL 1, 2015 - MARCH 31, 2020**

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LOCAL ADDENDUM

THIS ADDENDUM, dated the first (1st) day of April, 2015, by and between **PRAIRIE FARMS DAIRY, INC., PEORIA DIVISION**, 2004 N. University, Peoria, Illinois, or its successors, hereinafter called the "Employer" and **TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, hereinafter called the "Local Union", as an addendum to the Master Dairy Agreement entered into by the Employer, the Local Union, and the Central Conference of Teamsters in Peoria, Illinois, as of May 1, 2014 (or its successor agreement), hereinafter called the "Master Agreement", for the purpose of establishing rates of pay, wages, hours of work and local conditions of employment to be observed between the parties hereto as set forth in Article 19 of the Master Dairy Agreement. Although the Master Agreement makes provisions for certain conditions of employment peculiar to local conditions, the other provisions are provided for in the Master Dairy Agreement. The provisions of the Master Dairy Agreement shall take precedence over any conflicting or inconsistent provisions of the Addendum, and the parties shall not be bound by any provisions of the Addendum dealing with a subject dealt with in the Master Dairy Agreement.

ARTICLE 1

RECOGNITION

Section 1: Pursuant to Section 1.2 of the Master Dairy Agreement, the bargaining unit for which the Local Union is recognized is only those employees classified under Milk Drivers Union Wage Agreement, and Hourly-Paid Dairy Employees Wage Agreement.

Section 2: The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 3: A new employee shall work under the provisions of this Addendum but shall be employed on a sixty (60) calendar day trial basis, during which period he or she may be discharged without further recourse. This sixty (60) calendar day trial basis may be extended for an additional thirty (30) calendar days upon agreement between the Employer, the Union and the affected employee. After the sixty (60) calendar day trial period (or the additional thirty (30) calendar day extension upon agreement between the Employer, the Union and the affected employee), the employee shall be placed on the regular seniority list to reflect his or her first day of employment.

ARTICLE 2

SENIORITY

Section 1: Seniority rules applicable to plant employees and truck drivers are provided for in Article 5 of the Master Dairy Agreement. Seniority shall be by classification.

ARTICLE 15

PENSION

Section 1: The Employer will contribute to the Central States, Southeast and Southwest Areas Pension Fund for regular full time employees per week as follows:

Effective 4/01/15 - \$217.60 per week per employee

Effective 4/01/16 - \$226.30 per week per employee

Effective 4/01/17 - \$235.40 per week per employee

Effective 4/01/18 - \$244.80 per week per employee

Effective 4/01/19 - \$254.60 per week per employee

This provision expressly excludes part time, temporary or seasonal employees.

Section 2: If an employee is absent because of illness or an off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If the employee is granted a leave of absence and desires to continue to be covered under said Pension Plan, he or she shall furnish the Employer, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 3: Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of contributions to the Pension or Health and Welfare Funds created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy two (72) hours notice to the Employer of such delinquency in pension or health and welfare payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

Section 4: Contributions will be remitted to the Central States Pension Fund on behalf of all employees performing work covered by this Agreement after they have been on the Employer's payroll for thirty (30) calendar days. The parties agree that in the event an individual employed on a part time basis works one thousand (1,000) hours or more in a twelve (12) month period, they will be considered a regular employee for the purpose of participation in the Central States Pension Fund and all hours worked by them thereafter (for the remainder of that year and all subsequent years) will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

ARTICLE 16

JURY DUTY

Section 1: In the event an employee covered by this Agreement is called upon for jury service, the employee shall advise the Company of such call. If the employee is taken from

**PRAIRIE FARMS, INC. - O'FALLON QUALITY DAIRY
ACCOUNT NO.: 6436800-2508-50-A**

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, other than a summer replacement employee. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any summer replacement employee (employee hired to work between March 1 and September 30) works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for non summer replacement employees.

This Letter of Understanding and Agreement shall remain in effect as long as the Employer is obligated by contract or operation of law to contribute to the Pension Fund on behalf of any of its employees and shall not be terminated by the termination of the current or any successor collective bargaining agreement, nor shall it be superceded or modified by any subsequent agreement between the parties (except an agreement that shortens the period of time before contributions shall be due on behalf of summer replacement employees).

PRAIRIE FARMS, INC.

By: _____

Dan B. [Signature]

Title: _____

John P. [Signature] / H.R. Manager

Date: _____

1/23/04

LOCAL UNION NO. 50

By: _____

John J. [Signature]

Title: _____

U-P

Date: _____

1-25-04

ORIGINAL

AGREEMENT

between

O'FALLON QUALITY DAIRY, DIVISION OF PRAIRIE FARMS, INC.

and

CENTRAL CONFERENCE OF TEAMSTERS
WITH TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES

LOCAL 50

AUGUST 1, 2009 --- JULY 31, 2014

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OCT 08 2009

**CONTRACT
DEPARTMENT**

ADDENDUM

TO THE

Central States Area Master Dairy with O'FALLON QUALITY DAIRY, DIVISION OF PRAIRIE FARMS, INC., of O' Fallon, Illinois.

In compliance with Article 21 of the Central States Area Dairy Agreement, the Following Additional terms and provisions have been agreed to by signatory Company and the CENTRAL CONFERENCE OF TEAMSTERS, together with TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50 and its members.

DESCRIPTION OF UNIT

This addendum covers employees in the various classifications of work set forth in this Addendum who are represented by Local Union No. 50.

ARTICLE NO. 1 - HOURS OF WORK

Section 1. All hourly paid employees shall be guaranteed forty (40) hours per week.

A) The foregoing shall not apply:

In weeks in which an act of God, power failure, fire, work stoppage or other similar condition prevents the Company from providing forty (40) hours of straight time work.

B) If an employee of their own volition does not work a scheduled day or goes home early, the forty (40) hour guarantee does not apply.

C) Upon one (1) week's notice the Employer may designate whether employees shall work a five (5) or four (4) day week. This may be done so only four (4) times a year unless consent of the Union is first obtained, which consent will not be unreasonably withheld.

D) In the event an employee works four (4) ten (10) hour days, it will be at straight time rate.

E) Employees must be in proper uniform and on the job at the scheduled starting time.

Section 2. All work performed in excess of eight (8) hours per day for a five (5) day workweek or ten (10) hours per day for a four (4) day workweek shall be paid at time and one-half (1 ½), provided the employee has completed his/her regular workweek, except in cases of proven illness. (Any such illness must be verified by a certificate from a physician or other medical professional.)

prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

ARTICLE NO. 4 – PENSION

Section 1. Effective August 1, 2009 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One hundred-thirty three Dollars and ninety cents (\$133.90) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective August 1, 2010 the sum shall be One hundred-forty-four Dollars and sixty cents (\$144.60) per week per employee.

Effective August 1, 2011 the sum shall be One hundred-fifty-six Dollars and twenty cents (\$156.20) per week per employee.

Effective August 1, 2012 the sum shall be One hundred-sixty-eight Dollars and seventy cents (\$168.70) per week per employee.

Effective August 1, 2013 the sum shall be One hundred-eighty-two Dollars and twenty cents (\$182.20) per week per employee.

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If the employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 3. Contribution to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other health and welfare fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 4. The Company will offer a 401(k) plan with no Company match on employee contributions

ARTICLE NO. 5 – HOLIDAYS

Section 1. Regular employees shall be paid eight (8) hours pay at the straight time hourly rate for the following eight (8) holidays: New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day and one (1) personal holiday, even when not worked, and regardless of the day of the week on which it falls, provided they comply with the qualifications set forth hereafter. Memorial Day and Labor

**PRAIRIE FARMS DAIRY
ACCOUNT NO.: 6436800-2605-00783-A**

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

PRAIRIE FARMS DAIRY

LOCAL UNION NO. 783

By: Ray N. Sivey

By: Mark A. Focht

Title: V.P. HR/Labor Relations

Title: Business Agent

Date: 3/22/13

Date: 3/20/2013

AGREEMENT
BETWEEN
PRAIRIE FARMS DAIRY
AND
TEAMSTERS LOCAL 783
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
MARCH 30, 2012 - MARCH 29, 2017

RECEIVED

OCT 01 2012

**CONTRACT
DEPARTMENT**

ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT, made and entered into pursuant to the Central States Area Master Dairy Agreement, as of the _____ day of _____, _____, by and between TEAMSTER LOCAL UNION 783, its successors and assigns (hereinafter called the "Union"), and PRAIRIE FARMS of Louisville, Kentucky, and its respective successors and assigns (hereinafter referred to as the "Employer").

WITNESSITH: That for and in consideration of the mutual covenants and conditions herein contained, the Union and the Employer agree as follows:

ARTICLE I – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative of the persons employed in Louisville, Kentucky in the classification contained herein, but excluding office and clerical employees, cashiers, confidential employees, guards, professional employees and supervisors within the meaning of the Labor-Management Act 1947.

ARTICLE 2 – UNION SECURITY

1. No new employee, or recalled employee, will be permitted to begin work until he has presented himself to the office of the Union and proper insurance forms have been executed.
2. Supervisors shall not be permitted to do work performed by employees covered by this agreement except in cases of emergency and training of employees. For the purpose of this agreement, an emergency does not include the use of supervisors for routine or regularly scheduled work unless employees covered by this agreement are not immediately available.

ARTICLE 3 – SEPARABILITY

It is agreed between the parties that if, because of the decision of any court any part or parts of this agreement are held to be illegal, the remaining parts shall be in full force and effect as completely as if the parts held to be illegal had not been included herein.

ARTICLE 4 – CHECKOFF

1. A new employee shall work under the provisions of this agreement but shall be employed only on a ninety (90) day trial bases or such further period as may be agreed upon between the Employer and the Local Union. (Such extension period will not be unreasonably withheld) During which period he may be discharged without further recourse provided; however, that the Employer may not discharge or discipline for the purpose of evading the seniority provisions of this agreement or discriminating against Union members, after ninety (90) days or such further period, the employee shall be placed on the regular seniority list.

e. Route man that delivers special (non-scheduled) deliveries will be compensated one (1) hour of pay. This hourly rate will be calculated using the same formula as the hour for load out time. Weekly base rate of pay divided by five (5), that number then divided by eight (8).

ARTICLE 21 - HEALTH AND WELFARE, PENSION FUNDS

The Union agrees to the Prairie Farms Dairy Group Health Care Plan as proposed by the Company in a handout on March 27, 2012 addendum.

Effective March 30, 2012 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred ninety three dollars and ten cents (\$193.10) per week. Effective March 30, 2013 the contribution will be two hundred dollars and eighty cents (\$200.80) per week. Effective March 30, 2014 the contribution will be two hundred and eight dollars and eighty cents (\$208.80) per week. Effective March 30, 2015 the contribution will be two hundred seventeen dollars and twenty cents (\$217.20) per week. Effective March 30, 2016 the contribution will be two hundred twenty five dollars and ninety cents (\$225.90) per week and will continue at that rate for the duration of this agreement for each qualified employee who has been on the payroll ninety (90) days or more.

- a. An employer's liability, under this Article, shall be limited to making the contributions required herein.
- b. A "qualified employee" is one covered by this agreement and who receives some pay, including vacation pay, for the month for which the payment is made. Said payments shall be made on or before the tenth (10th) day of each month for the preceding month.
- c. The Employer agrees that, if the Union furnishes it monthly with sufficient copies of list of employees covered by this agreement, the Employer will file with said Welfare Fund and said Pension Fund, at the time of it's remittance, a copy of such list on which it will indicate the qualified employees. No complaint with respect to said list shall be considered if it is made more than three months after the list is furnished to the Fund involved. The Employer agrees to make available to the Certified Public Accountant employed by a majority of the Trustees of the said Welfare Fund or said Pension Fund any and all records of the Employer related to payments to the particular fund.
- d. The Employer may immediately cease making payments to the said Pension Fund. If and when it should be determined that payments to such particular Fund do not constitute deductions on its federal, Kentucky, or Indiana income tax returns, or in any return where the tax is measured by net income. On the occurrence of such event, the Employer agrees to negotiate with the Union with respect to making like payments to or for the benefit of its employees.
- e. If an employee is absent from work because of illness or injury, and notifies the Employer of such absence, the Employer shall continue to make the contributions required by this Article until the employee returns to work or for a period of three (3) months, whichever is shorter.

AGREEMENT

PRAIRIE FARMS DAIRY, INCORPORATED

TEAMSTERS LOCAL 1038

Affiliated With The

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

**EFFECTIVE 09/01/13 - 08/31/2018
(MIDNIGHT)**

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JAN 08 2014

**CONTRACT
DEPARTMENT**

MILK DRIVERS AND DAIRY EMPLOYEES

THIS AGREEMENT, made and entered into this first day of September 2013, by and between **PRAIRIE FARMS DAIRY, INCORPORATED**, located at 4000 Mt. Hope Road, Grass Lake, Michigan, 49240, party of the first part, and hereinafter termed the Employer, and **TEAMSTERS LOCAL UNION 1038**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, located at 3700 Ann Arbor Road, Jackson, Michigan 49202, party of the second part, hereinafter called the Union.

WHEREAS: both parties are desirous of preventing strikes, lockouts and other cessations of work and employment, and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE 1

RECOGNITION - UNION SHOP AND DUES

SECTION 1 The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Schedule "A".

SECTION 2 The Employer agrees that as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing in Teamsters Local 1038, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, no later than either the sixty-first (61) day following the beginning of their employment or the sixty-first (61) day following the effective date of this clause, whichever is the later.

When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants but the Employer shall not be required to hire those referred by the Union.

SECTION 3 The Employer agrees to deduct from the pay of each employee all dues of the Local Union and pay such amount deducted to said Local Union for each and every employee, provided, however, that the Union presents to the Employer, authorizations, signed by each employee, allowing such deductions and payments to the Local Union.

COPY

UNION LOCAL 600
ST. LOUIS LOCAL
ADDENDUM TO
CENTRAL STATES
MASTER DAIRY AGREEMENT

Period Covered August 1, 2012 - July 31, 2017

Prairie Farms - St. Louis, MO

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JUN 18 2013

CONTRACT
DEPARTMENT

This Addendum to a Master Dairy Agreement made and entered into as of the 3rd day of May, 2013, by and between PRAIRIE FARMS - ST. LOUIS, hereinafter referred to as "the Employer" or "the Company" and LOCAL No. 600, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as "the Local Union".

**ARTICLE I
SCOPE OF AGREEMENT**

- 1.1 The parties hereto shall be and remain bound by the terms and conditions of the Central States Area Master Dairy Agreement, as well as to this Local 600 Addendum to said Master Dairy Agreement pursuant to Article XXI of the Central States Area Master Dairy Agreement.
- 1.2 The parties recognize that the expiration date of the Central States Area Master Agreement and the expiration date of this Local 600 Addendum are different. Nothing contained herein shall limit either party from participating in future collective bargaining on a new Master Dairy Agreement when the present Master Agreement is cancelled or terminated and both parties shall have all legal rights when so bargaining, including the right to utilize economic forces.
- 1.3 The Employer recognizes the Local as the exclusive bargaining agent of the certain office and clerical employees (excluding confidential employees and others presently excluded), all Drivers (excluding others presently excluded) at its 9050 Pershall Road, Hazelwood, Missouri facility.
- 1.4 A new employee shall work under the provisions of this Agreement but shall be employed only on a fifty (50) working day trial basis or such further period as may be agreed upon between the Employer and the local Union, during which period he/she may be discharged without recourse provided, however, that the Employer may not discharge or discipline for the purpose of evading the seniority provisions of this Agreement or discriminating against Union members. After fifty (50) working days, or such further period, the employee shall be placed on the regular seniority list. Within seventy-two (72) hours of the Employer's being notified that an employee who is eligible to join the union has not joined the union, the Employer shall inform said employee within seventy-two (72) hours that the employee must make the necessary arrangements to become a member in good standing in the local union or said employee shall be subject to suspension.

**ARTICLE II
NO STRIKE**

- 2.1 In the event of a dispute, difference or disagreement between the Employer and the Union concerning the interpretation or application of the terms of this Agreement, or concerning matters and things not falling within the scope of this Agreement, there shall be no strike, lockout, tie-up, or legal proceedings without first complying with the provisions of the Master Agreement.

**ARTICLE III
MANAGEMENT RIGHTS**

- 3.1 The parties construe and recognize the provisions of this Agreement and the Master Dairy Agreement as constituting the only limitations upon the Employer's right to manage its business. The Employer may promulgate and enforce the work rules.
- 3.2 The Employer shall not make any agreements with any employee regarding wages, hours or working conditions which conflict with the terms of the Master Agreement and this Addendum.

1st of the next contract year. The employee contribution will be collected through a pre-tax payroll deduction.

- 12.2. Effective August 1, 2013, and for the remaining term of this Agreement, the Employer agrees to make contributions to the Dairy Industry and Allied Foods of St. Louis, Missouri, Employees Welfare Fund in the amount of eight dollars (\$8.00) per week.
- 12.3 Coverage will be provided by the Employer for each regular employee covered by this Agreement beginning on the first (1st) day of the month following the completion of fifty (50) working days probationary period for each week in which the employee works, is on vacation, and for a period of up to four (4) weeks when an employee is off work due to illness or off-the-job injury or up to nine (9) months for an on-the-job injury.

ARTICLE XIII PENSION

- 13.1 The Employer shall make contributions and be bound during the term of this Agreement to a pension plan known as the Central States, Southeast and Southwest Areas Pension Fund.
- 13.2 Contributions to the Central States, Southeast and Southwest Areas Pension Fund shall be made by the Employer for each employee covered by this Agreement starting after fifty (50) working days of employment but not to exceed ninety (90) days for each week in which the employee works, and is on vacation and for a period, including up to four (4) weeks when the employee is "off the job" due to sickness or "off the job" injury until the employee returns to work or until a Workman's Compensation settlement is made, but in no event longer than six (6) months.
- 13.3 Effective August 1, 2012, contributions to the Central States, Southeast and Southwest Areas Pension Fund shall be one hundred ninety-three dollars and ten cents (\$193.10) per week, per employee. Effective August 1, 2013, contributions to the Central States, Southeast and Southwest Areas Pension Fund shall be two hundred dollars and eighty cents (\$200.80) per week, per employee. Effective August 1, 2014, contributions to this Fund shall be two hundred eight dollars and eighty cents (\$208.80) per week, per employee. Effective August 1, 2015, contributions to this fund shall be two hundred seventeen dollars and twenty cents (\$217.20) per week, per employee. Effective August 1, 2016, contributions to this fund shall be two hundred twenty-five dollars and ninety cents (\$225.90) per week, per employee.

ARTICLE XIV SENIORITY AND BIDDING

- 14.1 Seniority provisions of the Master Agreement shall apply to all employees. There shall be the following divisions with each division having its own seniority.
- (a) Delivery Division
 - (b) Office Division
- 14.2 In reducing forces or lay-offs because of lack of work or legitimate cause, the least senior employee shall be the first laid off. The last employee laid off in a Division shall be the first employee rehired in that Division; there shall be no bumping except as specifically provided for herein.
- 14.3 When an employee exercises their bid it must be time-stamped in order to be a valid bid.
- 14.4 A temporary vacancy shall be posted as a temporary bid using the same guidelines used for a permanent vacancy. If the temporary vacancy becomes a permanent vacancy, then the job shall again be posted for bid. If the individual

ARTICLES OF AGREEMENT BETWEEN
PRAIRIE FARMS DAIRY, INC. – STREATOR, IL DIVISION
AND
TEAMSTERS LOCAL UNION #722
affiliated with the International Brotherhood of Teamsters
EFFECTIVE JUNE 01, 2010 – MAY 31, 2015

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DEPARTMENT

ADDENDUM
TO THE
CENTRAL STATES AREA
MASTER DAIRY AGREEMENT
AT STREATOR, ILLINOIS
AND TEAMSTERS LOCAL UNION #722

In compliance with Article 1, Section 1.2 of the Master Dairy Agreement between PRAIRIE FARMS DAIRY, INC - STREATOR, ILLINOIS DIVISION and the Central Area Teamsters, Local Union No. 722, affiliated with the International Brotherhood of Teamsters, do hereby agree to be bound by the following additional terms and provisions with respect to the employees coming under jurisdiction of the Addendum.

WITNESSETH
ARTICLE 1
DESCRIPTION OF UNITS AND EXEMPTIONS

- A. This Addendum covers those categories of the employees subsequently set forth in this Addendum.
- B. The parties agree that this Addendum shall not include General Office or Confidential Employees, Supervisory Employees, as defined by the Labor Management Relations Act, or any other employees not covered by the categories of employees set forth in the Addendum.
- C. Trial period for new person shall be sixty (60) days.
- D. The Union agrees that no dairy can be classified as a Union Dairy unless all Drivers and Dealers delivering their own routes are members of Local No. 722, and sign and abide by the provisions of this Addendum.

ARTICLE 2
SENIORITY

In recognition of the Seniority Provisions of the Master Dairy Agreement, Article 5.1, the parties recognize the categories set forth at each location (where applicable) in applying Article 5.1 referring to layoffs and bumps. The Company shall follow seniority for the purpose of layoffs. The route and plant categories shall be treated as one seniority unit. If there is a layoff the Company will bid the laid off employees job before any bumps or transfers will be allowed.

All new employees hired after the new contract date will be maintained on one (1) master seniority list. Current employees will remain on existing separate seniority lists until retirement or termination of employment or until which time the Company and the Union agree to merge into one (1) master seniority list representing plant employees and milk drivers.

to be covered under said Health Care Plan, the Employee shall furnish to the Company, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Health Care Fund during the period of absence. It is understood and agreed that the Company's liability in regard hereto is limited to the benefits outlined in the PRAIRIE FARMS AND SUBSIDIARIES HEALTH CARE PLAN DOCUMENT.

ARTICLE 21
PENSION PLAN

The Company will contribute to the Central States, Southeast and Southwest Areas Pension Fund for regular full time Employees as follows:

June 1, 2010	\$133.90 per week
June 1, 2011	\$144.60 per week
June 1, 2012	\$156.20 per week
June 1, 2013	\$168.70 per week
June 1, 2014	\$182.20 per week

The Company's liability hereunder is limited to the weekly contributions as stated for the duration of this Addendum.

By the execution of this Addendum, the Employer authorizes the Employers Associations which are parties hereto to enter into appropriate Trust Agreements necessary for the administration of such Fund, and to designate the Employers Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an Employee is absent because of illness or an off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an Employee is granted a leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE 22
JURY DUTY

In the event an Employee covered by this Addendum is called for jury service, the Employee shall advise the Company of such call. If the Employee is taken from his or her work for such service, he or she shall be paid the difference between the amount received as jury pay and eight (8) hours regular pay.

ARTICLE 23
DROP DELIVERY

Non-commissioned Wholesale Routes shall consist of that route or routes wherein the Driver shall deliver milk to dairy stores and dock shipment to wholesale outlets as designated by the Employer and at which stops the Driver shall not be required to perform or do any act other than set off milk and dairy products at

ST. LOUIS
LOCAL ADDENDUM TO
CENTRAL STATES
MASTER DAIRY AGREEMENT

COPY

TEAMSTERS LOCAL UNION NO. 600

and

PRAIRIE FARMS DAIRY, INC.
d/b/a PRAIRIE FARMS HAZELWOOD

TERM OF AGREEMENT

MAY 1, 2014

THROUGH

JULY 31, 2019

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MAY 20 2014

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DEPARTMENT

ARTICLE 1

SCOPE OF AGREEMENT

This Addendum to a Master Dairy Agreement made and entered into as of the 1st day of May 2014, by and between Prairie Farms Dairy, Inc., d/b/a Prairie Farms Hazelwood, hereinafter referred to as "the Company", and Teamster's Local Union No. 600, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as "Union".

WHEREAS, the parties herein are parties to a Master Dairy Agreement, and

WHEREAS, the parties desire to supplement the Master Dairy Agreement with an Addendum Agreement setting forth the local agreement as to wages, hours, terms and conditions of employment.

NOW, THEREFORE, the parties agree to the following terms and conditions:

Section 1.1 The parties hereto shall be and remain bound by the terms and conditions of the Central States Area Master Dairy Agreement, as well as to this Local 600 Addendum to said Master Dairy Agreement pursuant to Article 21 of the Central States Area Master Dairy Agreement.

Section 1.2 The parties recognize that the expiration date of the Central States Area Master Agreement and the expiration date of this Local 600 Addendum are different. Nothing contained herein shall limit either party from participating in future collective bargaining on a new Master Dairy Agreement when the present Master Agreement is canceled or terminated and both parties shall have all legal rights when so bargaining, including the right to utilize economic force.

Section 1.3 The Company recognizes Local 600 as the exclusive bargaining agent of the dairy plant associates, and delivery division associates located at the Company's facility at 6040 North Lindbergh, Hazelwood, Missouri 63042.

Section 1.4 Any Company party to this Agreement will not be permitted, by means of dual ownership or control, to circumvent the provisions of this contract.

Section 1.5 The Union and the Company agree that in the administration of this Agreement, it is the intent of both parties that all appropriate federal, state and local provisions in regard to equal employment opportunities shall be observed. The Union agrees that any appropriate Equal Opportunity Program shall be given support of the Union.

ARTICLE 2

DEDUCTIONS

Section 2.1 Dues and initiation fees must be deducted as provided for in the Master Dairy Agreement and received in the Union office on or before the 25th of the month in which the deduction is made.

Section 2.2 The Company shall notify Local 600 of the name of each new associate after the first full weekly payroll period of that associate and shall promptly notify Local 600 when an

Sunday and end on Saturday. There is no prorating of contributions.

Section 18.4 The Company shall provide at its cost a Short Term Disability Plan of four hundred dollars (\$400.00) per week for all associates who are off work due to an off the job injury or illness, in accordance with the Insurance provider's rules and regulations.

ARTICLE 19

DAIRY INDUSTRY WELFARE FUND

Section 19.1 The Company agrees to continue to make contributions during the term of this Agreement to a Trust Fund known as the DAIRY INDUSTRY & ALLIED FOOD OF ST. LOUIS, MISSOURI, ASSOCIATES UNION WELFARE FUND, established under an Agreement and Declaration of Trust dated September 13, 1950, and all amendments thereto in the amount of eight dollars (\$8.00) per week for each eligible associate.

Section 19.2 Contributions to the Trust Fund shall be made by the Company for each associate covered by this Agreement starting after thirty-one (31) days of employment for each week in which the associate works, or is on vacation, and for a period including up to four (4) weeks when the associate is "off the job" due to sickness or off-the-job injury, and for a period when the associate is off work due to an "on-the-job" injury until the associate returns to work or until a Worker's Compensation settlement is made but in no event longer than fifty-two (52) weeks.

Section 19.3 Contributions are to be received in the Welfare Fund office by the 15th of the month following the month for which the contributions are being made. For example: due March 15 for February contributions. For purposes of the Welfare Fund, the weeks start on Sunday and end on Saturday. There is no prorating of contributions.

ARTICLE 20

PENSION

Prairie Farms Dairy, Inc. agrees to place associates into the Central States, Southeast and Southwest Areas Pension Plan, (The Central States Plan) and shall contribute two hundred eight dollars and eighty cents (\$208.80) per week as of August 1, 2014. Effective August 1, 2015, contributions to this fund will be two hundred seventeen dollars and twenty cents (\$217.20). Effective August 1, 2016, contributions to this fund will be two hundred twenty-five dollars and ninety cents (\$225.90). Effective August 1, 2017, contributions to this fund will be two hundred thirty-four dollars and ninety cents (\$234.90). Effective August 1, 2018, contributions to this fund will be two hundred forty-four dollars and thirty cents (\$244.30).

The Company and union shall enter into a Participation Agreement which is required by Central States Plan. The Company shall make contribution to the Central States Plan for each associate starting after (50) working days of employment but not to exceed ninety (90) days for each week in which the associate works or is on vacation. The Company shall make contributions for up to four (4) weeks when a covered associate is off the job due to illness or injury until the associate returns to work or for up to twenty-six (26) weeks when a covered associate is off the job due to sickness or injury until a Workers Compensation Settlement is made.

**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

PRAIRIE FARMS DAIRY, INC.,
Holland, Indiana

and

**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 215**
Evansville, Indiana

Effective October 1, 2010
through
September 30, 2015

RECEIVED

MAR 18 2011

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT is made and entered into effective 12:01 a.m., this 1st day of October, 2010, by and between **EAST SIDE JERSEY DAIRY, INC.**, a wholly owned subsidiary of Prairie Farms Dairy, Inc., d/b/a Holland Dairies, Holland, Indiana, (hereinafter referred to as the "Company"), and **CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215**, Evansville, Indiana, or its successors or assigns, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

ARTICLE I Recognition

The Company hereby recognizes the Union, its successors or assigns, as the exclusive collective bargaining agent for its employees in the job classifications set forth in Schedule "A" and Schedule "B" which are attached hereto and made a part thereof.

ARTICLE II Union Security

Section 1. All present employees, as defined above, who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first day following the effective date of this subsection whichever is the later.

Section 2. A. The Company agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and/or uniform assessments of the Union and agrees to remit to said Union all such deductions prior to the end of the month for which deduction is made. Written authorization will be furnished by the employee in the form required.

B. No deduction shall be made which is prohibited by applicable law. The Union shall furnish the Company a list of those for whom dues and/or uniform assessments shall be checked off.

C. The Company agrees to deduct each pay period from the pay of all employees requesting deduction for Sterling United Federal Credit Union an amount to be determined by the employee. The request must be made in writing and signed by the employee. The Company agrees to remit each month to said Sterling United Federal Credit Union office all such deductions.

D. The Company agrees to deduct from the wages due employees covered by the provisions of this Agreement monies assigned by the employee to the Local Chapter of D.R.I.V.E., an amount to be determined by the employee; provided, however, that the employee shall have signed and

ARTICLE XXX

Pension Fund

Section 1. The parties agree that pension contributions will be remitted to the CENTRAL STATES PENSION FUND on behalf of all regular full-time employees after they have completed 60 days of employment.

Effective October 1, 2010.....\$108.00 per week per employee
Effective October 1, 2011.....\$116.60 per week per employee
Effective October 1, 2012.....\$125.90 per week per employee
Effective October 1, 2013.....\$136.00 per week per employee
Effective October 1, 2014.....\$146.90 per week per employee

With respect to part-time or temporary employees, the parties agree that in the event that an individual employed on a part-time or temporary basis works 1,000 hours or more in a 12-month period, he/she will be considered a regular full-time employee for purposes of participation in CENTRAL STATES PENSION FUND and all hours worked by him/her thereafter (for the remainder of that year and all subsequent years), will require contributions to the CENTRAL STATES PENSION FUND in the same manner and amount as required by this contract for regular full-time employees.

Section 2. By the execution of this Agreement, the Company authorizes the Employer Associations, which are parties hereto, to enter into appropriate Trust Agreements necessary for the administration of such fund and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all action already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of twelve (12) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall

not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Pension Fund during the period of absence.

Section 4. Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of the period in the payment of its contributions to the Pension or Benefit Plan under this contract, in accordance with the rules and regulations of the Trustees of such Plan, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Company of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent

payments are made, and it is further agreed that in the event such action is taken the Company shall be responsible to the employees for loss resulting therefrom.

ARTICLE XXXI

Tools

The Company will outfit each plant maintenance employee with a full set of hand tools (guaranteed against breakage), at the joint discretion of the employee and Company, one time only. These tools will become the responsibility of each plant maintenance employee. The Company or tool manufacturer will replace all broken tools. Plant maintenance employees will replace any lost tools with that of equal value. Plant maintenance employees leaving the Maintenance Department or terminating will account for all tools or pay in lieu of. The Company will provide all heavy duty and power tools along with accessories to perform the necessary maintenance functions.

ARTICLE XXXII

Uniforms

Section 1. It is agreed that the Company will pay One Hundred Percent (100%) of the cost of uniforms for all regular full-time employees required to wear uniforms and of a jacket for employees in milk storage, warehouse, maintenance and dock workers. The Company will designate the type of uniform, but, will pay for any lettering or insignia required. The employee will pay for his/her uniform during the first six (6) months, but, will be refunded one hundred percent (100%) of the cost after completing six (6) months service. Cost to employees will be prorated not to exceed six (6) months. The Company will provide the following:

- a. Hourly-rated Truck Drivers and Commissioned Route Drivers - One Jacket, Five Shirts, and Five Pants.
- b. Plant Production and Storage and Plant Maintenance - Five Shirts and Five Pants.
- c. Cooler, Dock, Receiving, Warehouse and Maintenance - One Jacket.
- d. Jackets with zip-out liners will be provided.

Section 2. Protective Hardening Room clothing, including gloves, will be provided by the Company on an exchange basis.

ARTICLE XXXIII

Work Week and Overtime

Section 1. WORK WEEK: The normal work week for all regular full time employees shall consist of not more than five (5) days as scheduled by the Company during each seven (7) day calendar week.

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
PRAIRIE LAKESIDE, LLC d/b/a SUPERIOR MATERIALS MT. CLEMENS
AND
TEAMSTERS LOCAL UNION No. 247,
an affiliate of the
International Brotherhood of Teamsters

Effective: April 4, 2011 through and including March 29, 2014

RECEIVED

SEP 12 2011

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the 4th day of April 2011, by and between Prairie Lakeside, LLC d/b/a Superior Materials - Mt. Clemens, its successors and assigns, hereinafter called "the Company", and Teamsters Local Union No. 247, an affiliate of the International Brotherhood of Teamsters (said Union acting for itself as agent for and in behalf of each and every one of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called "the Union". WITNESSETH:

WHEREAS, the parties are desirous of (1) preventing strikes and lockouts and of maintaining satisfactory wage scales, working conditions and hours among the employees of the Company and (2) facilitating the peaceful adjustment of all grievances and controversies which may arise from time to time between the Company and its individual employees or the Union, and (3) encouraging increased efficiency among the employees, and

WHEREAS, the parties recognize the common interest of management and the Union in the success of the business of the Company, and

WHEREAS, the Company, the Union and its members, acting through their duly authorized representatives in conference, and after due consideration, agree as follows:

ARTICLE I REPRESENTATION

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: all drivers of transit mix concrete trucks, all transit mix concrete yard persons, including transit mix concrete truck mechanics, maintenance men, advanced mechanics, mechanic helpers, drivers of sand and gravel trains employed at its facility located at 40 Floral, Mt. Clemens, MI 48043, but excluding all other employees, office clerical employees, managers, supervisors, and guards as defined in the National Labor Relations Act. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

B. All present employees who are members of the Union on the effective date of this Section shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter shall on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Union as a condition of employment.

When the Company needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union.

C. All new employees shall work under the provisions of this Agreement, but shall be employed on a ninety (90) work day trial basis, during which period he/she may be discharged without further recourse (probationary period). After completion of ninety (90) work days probationary period during which the new employee has actually performed work, the employee shall be placed on the regular seniority list of his/her classification as of his/her date of hire, and he/she will be eligible for benefits after completion of the probationary period. In case of discipline within the ninety (90) work days period, the Company shall

The Company has no obligation or duty hereunder other than to pay the prescribed sums on the dates due.

Notwithstanding anything herein contained it is agreed that in the event any Company is delinquent at the end of a period in the payment of his/her contribution to the MCTWF created under this Agreement, in accordance with the rules and regulations of the trustees of such fund, after the proper official of the Union has given seven (7) days' notice to the Company in writing of such delinquency in health and welfare payments, and upon refusal of the Company to make the necessary payments immediately, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made and it is further agreed that in the event such action is taken the Company shall be responsible to the employees for losses resulting therefrom. Payments made in error shall be refunded.

The Company will be assessed ten percent (10%) by the MCTWF for each month that the payments into the health and welfare fund are delinquent.

Where an employee is laid off, the Company shall collect from the employee or deduct from his/her last paycheck the insurance premiums for the next four (4) weeks or longer if mutually agreed to. The Company shall have no obligation hereunder for the collection or the deduction with respect to any employee who refuses to sign a written deduction authorization or refuses to pay the premiums to the Company on request.

The Company shall make available to the employee within ten (10) calendar days of the due date information on the contributions made on his/her behalf to the health and welfare fund.

During the life of this Agreement, employees who have established eligibility for health insurance coverage will be eligible for extended coverage to a maximum of six (6) weeks per year (June 1 through May 31). A maximum of three (3) weeks' extended coverage will be provided by the Company followed by a maximum of three (3) weeks' coverage provided by the MCTWF. Employees are not eligible for MCTWF provided extended coverage until they have exhausted the three (3) weeks provided by the Company. There shall be no carryover of unused bank weeks from one (1) year to the next.

ARTICLE XIX PENSION

A. For Employees, other than Progression Employees. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund which shall be jointly established and administered between the Company and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. The Company agrees to pay as follows upon completion of the probationary period and retroactive to the thirtieth (30th) calendar day of employment.

<u>Effective Date:</u>	<u>Amount:</u>
June 1, 2011	\$49.90 per day/max \$249.50 per week
June 1, 2012	\$52.90 per day/max \$264.50 per week
June 1, 2013	\$55.00 per day/max \$275.00 per week

B. For Progression Employees. The Company agrees to make available to progression employees the lowest level pension plan authorized by the Central States Southeast and Southwest Areas Pension

Fund, with the Company paying, not more than the applicable schedule of rates per day, with a maximum of five (5) days per week, as published in the Fund's December, 2006, Special Bulletin 2006-4, or such other lesser rates authorized by the Fund, but at no time higher than the rates set forth in Section A.1 above, with Progression Employees paying a premium share of eight dollars (\$8.00) per day, with a maximum premium share of forty dollars (\$40.00) weekly, which amount the Company is authorized to directly deduct from the progression employees' weekly wages.

C. The Company's obligation to contribute for each employee after the completion of their Probationary Period shall be retroactive to the thirty-first (31st) day following their date of hire.

D. In the event the pension fund requires more in contributions paid by the Company than the rates set forth above in Section A of this Article, the Company shall have the right, at the Company's option, of terminating this Agreement early, by giving not less than sixty (60) days written notice to the Union in which event, if such written notice is given by the Company, this Agreement shall terminate at 5 p.m. on the first Friday following the sixtieth (60th) day after the date of the Company's written notice.

E. Daily pension contributions shall be made for each day in which work is performed. In addition, a contribution will be made for vacation days earned and actually taken, also for holidays which fall within a week in which work is performed and for the period of time employee is unable to work due to an on-the-job injury. Contributions are to be paid only for days on which employee's seniority would have permitted him/her to work and for a maximum of one (1) year from the date the absence from work began. These are the only circumstances in which the Company shall be obligated to make a contribution. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provision of this paragraph. In the event the joint pension plan shall not be established or if the contributions made hereunder shall not be deemed to constitute deductions for the purposes of federal income taxes, this Article shall be renegotiated.

ARTICLE XX MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained as set forth in this Agreement, subject to the provisions of Article XVI, Section C herein.

ARTICLE XXI MANAGEMENT RIGHTS

The Union recognizes and agrees that all management rights, powers, authority, and functions, whether heretofore or hereafter exercised, and regardless of their frequency or infrequency of their exercise, shall remain vested exclusively in the Company. The management and operation of the plant and the direction of the workforce are vested solely and exclusively in the Company. In recognition of this, it is agreed that those rights and responsibilities which belong solely and exclusively to the Company shall include the planning, direction, and control of plant operations; the location, relocation, and sale of any Company facilities, business activities, and plant operations; the scheduling of work and the assignment of employees to such work; the control and regulation of all equipment and other property of the Company; and the quantity of work to be produced; the determination of the product to be manufactured; equipment, trucks and machines to be used; and the manpower requirements.

6437225-0110-00247 A

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

PRAIRIE LAKESIDE, LLC D/B/A SUPERIOR MATERIALS NOVI

AND

TEAMSTERS LOCAL UNION No. 247,
an affiliate of the
International Brotherhood of Teamsters

Effective: April 1, 2014 through and including March 31, 2017

RECEIVED

AUG 12 2015

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of April, 2014, by and between Prairie Lakeside, LLC d/b/a Superior Materials Novi, its successors and assigns, hereinafter called "The Company", and the Teamsters Local Union No. 247, an affiliate of the International Brotherhood of Teamsters (said Union acting for itself as agent for and in behalf of each and every one of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called "The Union".

WITNESSETH:

WHEREAS, the parties are desirous of (1) preventing strikes and lockouts and of maintaining satisfactory wage scales, working conditions and hours among the employees of the Company and (2) facilitating the peaceful adjustment of all grievances and controversies which may arise from time to time between the Company and its individual employees or the Union, and (3) encouraging increased efficiency among the employees, and

WHEREAS, the parties recognize the common interest of management and the Union in the success of the business of the Company, and

WHEREAS, the Company, the Union and its members, acting through their duly authorized representatives in conference, and after due consideration, agree as follows:

ARTICLE I REPRESENTATION

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: all drivers of transit mix concrete trucks, all transit mix concrete yard persons, including transit mix concrete truck mechanics, maintenance men, advanced mechanics, mechanic helpers, drivers of sand and gravel trains employed at its facility located on Grand River Avenue, Novi, MI 48375-1012, but excluding all other employees, office clerical employees, managers, supervisors, and guards as defined in the National Labor Relations Act. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

B. All present employees who are members of the Union on the effective date of this Section shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter shall on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Union as a condition of employment. With respect to the above, the Union will hold this Company harmless and will intervene and defend the Company against any claim arising under this Section.

ARTICLE XIX PENSION & 401 (k)

A. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund which shall be jointly established and administered between the Company and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. The Company agrees to pay as follows upon completion of the probationary period and retroactive to the thirtieth (30th) calendar day of employment.

<u>Effective Date:</u>	<u>Amount:</u>
6/1/14	\$57.20 per day/\$286.00 week max
6/1/15	\$59.50 per day/\$297.50 week max
6/1/16	\$61.90 per day/\$309.50 week max

B. The Company's obligation to contribute for each employee after the completion of their Probationary Period shall be retroactive to the thirty-first (31st) day following their date of hire.

C. In the event the pension fund requires more in contributions paid by the Company than the rates set forth above in Section A of this Article, the Company shall have the right, at the Company's option, of terminating this Agreement early, by giving not less than sixty (60) days written notice to the Union in which event, if such written notice is given by the Company, this Agreement shall terminate at 5 p.m. on the first Friday following the sixtieth (60th) day after the date of the Company's written notice.

D. Daily pension contributions shall be made for each day in which work is performed. In addition, a contribution will be made for vacation days earned and actually taken, also for holidays which fall within a week in which work is performed and for the period of time employee is unable to work due to an on-the-job injury. Contributions are to be paid only for days on which employee's seniority would have permitted him/her to work and for a maximum of one (1) year from the date the absence from work began. These are the only circumstances in which the Company shall be obligated to make a contribution. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provision of this paragraph. In the event the joint pension plan shall not be established or if the contributions made hereunder shall not be deemed to constitute deductions for the purposes of federal income taxes, this Article shall be renegotiated.

E. The Employer hereby agrees to participate in the Teamsters – National 401(k) Savings Plan (the "Plan") on behalf of all employees represented for purposes of collective bargaining under this agreement.

The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sum to the Plan at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Employer will execute a Participation Agreement with Local #247 and the Trustees of the Plan evidencing employer participation in the Plan effective prior to any employee deferral being received by the Plan.

In addition, the Employer agrees to require the payroll system to provide separate paycheck deductions so that the Plan may allow participant loans. The Employer further agrees, at such times as it is administratively feasible, to require the payroll system to provide separate paycheck deductions so that the Plan may allow after-tax contributions.

ARTICLE XX MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained as set forth in this Agreement, subject to the provisions of Article 16, Section C herein.

ARTICLE XXI MANAGEMENT RIGHTS

The Union recognizes and agrees that all management rights, powers, authority, and functions, whether heretofore or hereafter exercised, and regardless of their frequency or infrequency of their exercise, shall remain vested exclusively in the Company. The management and operation of the plant and the direction of the workforce are vested solely and exclusively in the Company. In recognition of this, it is agreed that those rights and responsibilities which belong solely and exclusively to the Company shall include the planning, direction, and control of plant operations; the location, relocation, and sale of any Company facilities, business activities, and plant operations; the scheduling of work and the assignment of employees to such work; the control and regulation of all equipment and other property of the Company; and the quantity of work to be produced; the determination of the product to be manufactured; equipment, trucks and machines to be used; and the manpower requirements.

The right to hire and maintain order and efficiency, to discharge for proper cause, to promote and discipline; the quality and quantity of work to be produced and the standards of workmanship; the right to determine the extent and nature of all equipment (as long as such equipment may be safely operated), the general method of operating its business, the business hours of its establishment, the number of shifts, the maintenance and dispatching of delivery schedules, the standards of workmanship, the assignment and transfer of personnel and work hours thereof, the necessity for overtime work; the right to determine the scheduling of work days, and the periods of shut-down for any Company facilities; the right to schedule, change, eliminate, and require overtime work; the right to establish wage rates for new jobs or positions after bargaining with the Union; the right to establish or change or discontinue incentive or bonus compensation are all recognized by the Union and the employees to be among those rights vested in the Company. Actions taken by the Company shall only be limited by the express provisions of this Agreement.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

PRAIRIE LAKESIDE, LLC D/B/A SUPERIOR MATERIALS NOVI

AND

TEAMSTERS LOCAL UNION No. 247,
an affiliate of the
International Brotherhood of Teamsters

Effective: April 1, 2014 through and including March 31, 2017

RECEIVED

SEP 15 2014

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of April, 2014, by and between Prairie Lakeside, LLC d/b/a Superior Materials Novi, its successors and assigns, hereinafter called "The Company", and the Teamsters Local Union No. 247, an affiliate of the International Brotherhood of Teamsters (said Union acting for itself as agent for and in behalf of each and every one of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called "The Union".

WITNESSETH:

WHEREAS, the parties are desirous of (1) preventing strikes and lockouts and of maintaining satisfactory wage scales, working conditions and hours among the employees of the Company and (2) facilitating the peaceful adjustment of all grievances and controversies which may arise from time to time between the Company and its individual employees or the Union, and (3) encouraging increased efficiency among the employees, and

WHEREAS, the parties recognize the common interest of management and the Union in the success of the business of the Company, and

WHEREAS, the Company, the Union and its members, acting through their duly authorized representatives in conference, and after due consideration, agree as follows:

ARTICLE I REPRESENTATION

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: all drivers of transit mix concrete trucks, all transit mix concrete yard persons, including transit mix concrete truck mechanics, maintenance men, advanced mechanics, mechanic helpers, drivers of sand and gravel trains employed at its facility located on Grand River Avenue, Novi, MI 48375-1012, but excluding all other employees, office clerical employees, managers, supervisors, and guards as defined in the National Labor Relations Act. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

B. All present employees who are members of the Union on the effective date of this Section shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter shall on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Union as a condition of employment. With respect to the above, the Union will hold this Company harmless and will intervene and defend the Company against any claim arising under this Section.

ARTICLE XIX PENSION & 401 (k)

A. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund which shall be jointly established and administered between the Company and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. The Company agrees to pay as follows upon completion of the probationary period and retroactive to the thirtieth (30th) calendar day of employment.

<u>Effective Date:</u>	<u>Amount:</u>
6/1/14	\$57.20 per day/\$286.00 week max
6/1/15	\$59.50 per day/\$297.50 week max
6/1/16	\$61.90 per day/\$309.50 week max

B. The Company's obligation to contribute for each employee after the completion of their Probationary Period shall be retroactive to the thirty-first (31st) day following their date of hire.

C. In the event the pension fund requires more in contributions paid by the Company than the rates set forth above in Section A of this Article, the Company shall have the right, at the Company's option, of terminating this Agreement early, by giving not less than sixty (60) days written notice to the Union in which event, if such written notice is given by the Company, this Agreement shall terminate at 5 p.m. on the first Friday following the sixtieth (60th) day after the date of the Company's written notice.

D. Daily pension contributions shall be made for each day in which work is performed. In addition, a contribution will be made for vacation days earned and actually taken, also for holidays which fall within a week in which work is performed and for the period of time employee is unable to work due to an on-the-job injury. Contributions are to be paid only for days on which employee's seniority would have permitted him/her to work and for a maximum of one (1) year from the date the absence from work began. These are the only circumstances in which the Company shall be obligated to make a contribution. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provision of this paragraph. In the event the joint pension plan shall not be established or if the contributions made hereunder shall not be deemed to constitute deductions for the purposes of federal income taxes, this Article shall be renegotiated.

E. The Employer hereby agrees to participate in the Teamsters – National 401(k) Savings Plan (the "Plan") on behalf of all employees represented for purposes of collective bargaining under this agreement.

The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sum to the Plan at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Employer will execute a Participation Agreement with Local #247 and the Trustees of the Plan evidencing employer participation in the Plan effective prior to any employee deferral being received by the Plan.

In addition, the Employer agrees to require the payroll system to provide separate paycheck deductions so that the Plan may allow participant loans. The Employer further agrees, at such times as it is administratively feasible, to require the payroll system to provide separate paycheck deductions so that the Plan may allow after-tax contributions.

ARTICLE XX MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained as set forth in this Agreement, subject to the provisions of Article 16, Section C herein.

ARTICLE XXI MANAGEMENT RIGHTS

The Union recognizes and agrees that all management rights, powers, authority, and functions, whether heretofore or hereafter exercised, and regardless of their frequency or infrequency of their exercise, shall remain vested exclusively in the Company. The management and operation of the plant and the direction of the workforce are vested solely and exclusively in the Company. In recognition of this, it is agreed that those rights and responsibilities which belong solely and exclusively to the Company shall include the planning, direction, and control of plant operations; the location, relocation, and sale of any Company facilities, business activities, and plant operations; the scheduling of work and the assignment of employees to such work; the control and regulation of all equipment and other property of the Company; and the quantity of work to be produced; the determination of the product to be manufactured; equipment, trucks and machines to be used; and the manpower requirements.

The right to hire and maintain order and efficiency, to discharge for proper cause, to promote and discipline; the quality and quantity of work to be produced and the standards of workmanship; the right to determine the extent and nature of all equipment (as long as such equipment may be safely operated), the general method of operating its business, the business hours of its establishment, the number of shifts, the maintenance and dispatching of delivery schedules, the standards of workmanship, the assignment and transfer of personnel and work hours thereof, the necessity for overtime work; the right to determine the scheduling of work days, and the periods of shut-down for any Company facilities; the right to schedule, change, eliminate, and require overtime work; the right to establish wage rates for new jobs or positions after bargaining with the Union; the right to establish or change or discontinue incentive or bonus compensation are all recognized by the Union and the employees to be among those rights vested in the Company. Actions taken by the Company shall only be limited by the express provisions of this Agreement.

AGREEMENT
BETWEEN
PRAXAIR DISTRIBUTION, INC.
AND
TEAMSTERS LOCAL UNION NO. 283

RECEIVED

DEC 17 2014

**CONTRACT
DEPARTMENT**

11-1-14 - 10-31-2019

- 1 -

AGREEMENT

This Agreement, made and entered into this twenty fifth (25th) day of October by and between PRAXAIR DISTRIBUTION, INC. (PDI) located at 12820 Evergreen Road, Detroit, Michigan; party to the first part and hereinafter termed the "Employer" and CYLINDER GAS, CHEMICAL, PETROLEUM, DISTILLERY, AUTO SERVICE AND ACCESSORY DRIVERS, AUTOMOBILE DRIVERS, DEMONSTRATORS, AUTO SERVICE DEPARTMENT AND INDUSTRIAL EMPLOYEES, MAINTENANCE, MECHANICS, HELPERS AND INSIDE EMPLOYEES, LOCAL UNION NO. 283, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 1625 Fort Street, Wyandotte, Michigan; party of the second part and hereinafter termed the "Union".

WHEREAS: both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions, and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time-to-time between the Employer and his employees and of promoting and improving peaceful industrial and economic relations between the parties:

As used in this Agreement, the terms "Employer" and "Company" are used interchangeably.

As used in this Agreement, the term "employee" includes all workers covered by this Agreement, whether male or female, and the use of the masculine pronoun or other masculine terms shall include the feminine.

WITNESSETH:

ARTICLE I **RECOGNITION, UNION SHOP,** **DUES, AND PROBATIONARY EMPLOYEES**

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Schedule "A".

SECTION 2. All present employees who are members of the Local Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31st) working day following the effective date of this section or the date of execution of this Agreement, whichever is the later.

When the Employer needs additional employees, it shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to

SECTION 18. The Employer may institute four (4), ten (10)-hour-day work weeks. Seniority will prevail in the selection of the work schedule.

The following will apply to employees working four (4), ten (10) hour consecutive days in a work week (either Monday through Thursday or Tuesday through Friday): Time and one-half (1 ½) shall be paid for all hours worked in excess of ten (10) hours within the twenty-four (24)-hour period and in excess of forty (40) hours in any one (1) work week. There will be no pyramiding of overtime.

Employees scheduled to work a four (4), ten (10)-hour-day work week shall revert to a five (5), eight (8)-hour-day work week during a work week where a holiday(s) fall(s), as well as for funeral leave, jury duty, and disciplinary action (i.e., two (2) day unpaid suspension).

All vacation hours will be granted based upon regular hours scheduled and revert to hours, not days. Any reference to days in the contract equates to one (1) day equaling eight (8) hours, or proration thereof. Vacation entitlement will be administered as set forth in Article XVIII, Section 1. Vacation pay will be administered as set forth in Article XVIII, Section 2.

For sick leave, pay for sick days equates to hours which equals eight (8) hours' pay multiplied by the allowed number of days under Article XX, Section 3. Actual time off will be five (5) days. If a sixth (6th) sick day is taken, a day must be taken from an employee's bank. If an employee's bank is zero (0), then the day would be unpaid not subject to disciplinary action.

ARTICLE XXIII **PROMOTIONS AND DEMOTIONS**

An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to assistant foreman, or any other supervisory position, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position. The employee, when so transferred or demoted, shall commence work in a job generally similar to the one he held at the time of his promotion, and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE XXIV **HEALTH AND WELFARE AND PENSION FUND**

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund's SOA Plan for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more, as follows:

Effective November 1, 2014	\$411.55 per week
Effective March 29, 2015	\$436.25 per week
Effective April 3, 2016	\$455.55 per week
Effective April 2, 2017	\$485.65 per week
Effective April 1, 2018	\$ MOB* per week
Effective April 1, 2019	\$ MOB* per week

* Maintenance of Benefits (MOB)

Any increases above 7.0% for the MOB in the years 2018 and 2019 respectively, will be divided 50/50 between the Company and the employee. The employee's portion will be collected from the employee through payroll deduction.

Employees will pay the following amounts per week for Health and Welfare Insurance coverage:

Effective November 1, 2014	5% of total amount per week - above
Effective April 1, 2015	6% per week
Effective April 1, 2016	6% per week
Effective April 1, 2017	6% per week
Effective April 1, 2018	7% per week
Effective April 1, 2019	7% per week

The above employees' contributions will be collected from the employee through payroll deduction.

The Company agrees to implement and maintain a Section 125 Plan, which means that any medical premiums that an employee pays will be on a pre-tax basis.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the Michigan Conference of Teamsters Welfare Fund, 2700 Trumbull Avenue, Detroit, Michigan 48216.

The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more, contributions as follows for Class 18 Benefits for the duration of this Agreement:

Effective November 1, 2014	\$280.20 per week
Effective November 1, 2015	\$291.40 per week
Effective November 1, 2016	\$303.10 per week
Effective November 1, 2017	\$315.20 per week
Effective November 1, 2018	\$327.80 per week

All payments into the Pension Fund must be made within ten (10) days from the end of each calendar month to the Mellon Bank Central States Funds, Dept. 10291, Palatine, Illinois, 60055-0291.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund for a period of sixty (60) days. If an employee is absent because of an on-the-job injury, the Employer shall continue to make the required contributions to the Health and Welfare Fund for a period of twelve (12) months.

If an employee is absent because of an on-the-job injury, the Employer shall continue to make the required contributions to the Pension Fund for a period of twelve (12) months. If an employee is absent because of an off-the-job injury, the Employer shall continue to make the required contributions to the Pension Fund for a period of sixty (60) days.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare and Pension Funds during the period of absence.

Contributions to the Health and Welfare and to the Pension Funds must be made for each week on each regular employee even though such employee may work only part-time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this contract and although where contributions may be made for those weeks into some other Health and Welfare Fund and/or Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the Health and Welfare & Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Welfare Fund and Pension Fund will be administered separately, each jointly, by Employer and Union in compliance with all applicable laws and regulations, both state and federal.

The Employer will not be liable for any current or future taxes for the benefits. All current and future taxes to the plan are solely the responsibility of the Michigan Conference of Teamsters Welfare Fund SOA Plan.

By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to similar collective bargaining agreements signed with Teamster Unions to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

ARTICLES OF AGREEMENT

BETWEEN

PRAXAIR DISTRIBUTION, INC

PEKIN, ILLINOIS

AND

TEAMSTERS, CHAUFFEURS, & HELPERS

LOCAL UNION NO. 627

MARCH 6, 2014 THROUGH MARCH 5, 2017

RECEIVED

MAY 20 2014

**CONTRACT
DEPARTMENT**

THIS AGREEMENT entered into on March 6, 2014 between PRAXAIR DISTRIBUTION, INC., hereinafter referred to as the "Employer", and the TEAMSTERS, CHAUFFEURS & HELPERS LOCAL UNION NO. 627, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

WITNESSETH:

ARTICLE 1 - RECOGNITION

Section 1: The Employer (Praxair Distribution, Inc. at 2100 North 8th Street, Pekin, IL 61554) agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors as the exclusive bargaining representative for all drivers.

Section 2: The Union will, within two weeks after the execution of this Agreement, serve upon the Employer a written notice listing the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have authority to act for the Union.

Section 3: The Union agrees that Union matters shall not be taken up with any employee of an employer on employer's time or property except by an authorized representative of said Union and then only when such representative has first notified the employer of his intention to do so.

Section 4: The Employer shall have the power to make reasonable working rules not inconsistent with the provisions of this Agreement. Copies of all rules and changes therein shall be furnished to the Union.

Section 5: There shall be no discrimination, interference, restraint or coercion by the Employer of any of its agents against an employee because of membership in the Union.

ARTICLE 2 - UNION SECURITY

Section 1: It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons presently employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the latter; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty first (31st) day following the execution date of this Agreement.

Section 6: Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of this contribution to the Health and Welfare Fund created under this contract, in accordance with the rules and regulations of the Trustees of such Fund, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer, shall be responsible to the employees for losses resulting therefrom.

ARTICLE 21 - PENSION PLAN

Section 1: Effective March 6, 2014 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred Fourteen Dollars (\$114) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective March 6, 2015 the weekly contribution shall be One Hundred Twenty Dollars and Eighty cents (\$120.80) per week per participant. Effective March 6, 2016 the weekly contribution shall be One Hundred Twenty-Five Dollars and Sixty cents (\$125.60) per week per participant.

The Employee cost for the life of the contract will be Zero Dollars (\$0).

Section 2: This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts to which Employers who are party to this contract are also parties.

Section 3: If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4: Contributions to the Pension Fund must be made for each week on each regular or extra employee who may work only pm1-time under the provisions of this contract, including weeks where work is performed for the employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

Section 5: Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of this contribution to the Pension Fund created under this contract, in accordance with the rules and regulations of the Trustees of such Fund, after the proper official of the Local Union has given seventy-two (72) hours' notice

to the Employer of such delinquency in Pension Fund payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 22 - SEPARABILITY AND SAVINGS CLAUSE

Section 1: If any Article or Section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2: In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in the contract to the contrary.

ARTICLE 23 - REOPENING

Section 1: In the event of war, declaration of emergency, or imposition of civilian controls, during the life of this contract, either party may reopen the same upon sixty (60) days' written notice and request re-negotiation of matters dealing with wages and hours. Upon the failure of the parties to agree to such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions shall become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 24 - POSTING OF NOTICES

Section 1: Company bulletin boards may be used for the purpose of posting announcements of Union meetings and other Union affairs. No such notice shall contain anything controversial, political or in any way reflect upon the Employer or any employee. When notices are ready for posting, the Supervisor shall arrange for adequate space on the bulletin boards so that they may be displayed prominently. The company shall provide such bulletin boards.

**AGREEMENT BETWEEN
PRAXAIR DISTRIBUTION, INC.
59624 LINDEN STREET
SOUTH BEND, INDIANA 46614**

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 364
2405 E. EDISON
SOUTH BEND, INDIANA 46615**

FEBRUARY 9, 2014 THROUGH FEBRUARY 8, 2018

RECEIVED

JUN 10 2014

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into this February 9, 2014, by and between Praxair Distribution, Inc. (PDI), located at 59624 Linden Road, South Bend, Indiana 46614, party of the first part, and hereinafter termed the "Employer" (as used in this Agreement, the terms "Employer" and "Company" are used interchangeably), and Local Union No. 364 affiliated with the International Brotherhood of Teamsters located at South Bend, Indiana, party of the second part, hereinafter called the "Union".

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessation of work and employment, and of maintaining a uniform wage scale, working conditions, and hours of the employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees, and of promoting and improving peaceful industrial and economic relations between the parties,

WITNESSETH:

ARTICLE 1.

RECOGNITION, UNION SHOP & CHECK-OFF

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement at its South Bend packaged gas plant.

Section 2. It is the understanding of the parties that where the masculine pronoun is used in this Agreement it is used in the generic sense and is not to be used to differentiate between male and female employees.

Section 3. The Employer agrees that, as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing in Local Union 364 affiliated with the International Brotherhood of Teamsters no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this clause whichever is the later.

Section 4. The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees, and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Union will indemnify and hold the Company harmless from the calculation of this amount.

ARTICLE 2.

EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor

ARTICLE 23.
PENSION & 401(k) PLAN

Section 1. During the term of this agreement the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund per the following schedule for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective Date	Amount Per Week
02/09/14	\$58.80
02/09/15	\$63.50
02/09/16	\$67.30
02/09/17	\$70.00

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence the employee must pay the Employer, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 3. All employees hired prior to February 9, 2009 will be eligible to participate in the employee elective deferral component of the Praxair Distribution, Inc. 401(k) Retirement Plan or any successor plan (the "Plan"), provided they otherwise meet the Plan's eligibility requirements. Such employees shall not be eligible to participate in any portion of the Plan that provides for Company contributions and/or matching contributions. Any employee who is covered under this Agreement who first becomes an employee of the Company on or after February 9, 2009 will not be eligible to participate in any component of the Plan.

ARTICLE 24.
UNION COOPERATION

The Union on its part agrees that the Union employees of the Employer shall render honest, loyal, and efficient service for said Employer and shall further the interests of the Employer whenever it is in their power to do so.

ARTICLE 25.
MANAGEMENT PREROGATIVE

Section 1. The Employer shall have the exclusive right to reserve to itself and to make all decisions with respect to the proper operation and management of the business including but not limited to the right to determine whether layoffs are necessary and whether additional help is necessary.

Section 2. The Employer reserves the right to have supervisors, engineers, and other management employees perform any required task or experimental work that may be necessary at its

AGREEMENT

Between

Praxair, Inc. Oregon, Ohio

And

TEAMSTERS LOCAL UNION NO. 20

February 1, 2012 through January 31, 2015

RECEIVED

MAY 08 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement made and entered into this first day of February, 2012 by and between the Oregon, Ohio facility of Praxair, Inc., hereinafter termed the "Company" and Teamsters Local Union No. 20, 435 S. Hawley St., Toledo, Ohio 43609, hereinafter termed the "Union" affiliated with the International Brotherhood of Teamsters.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessation's of work and employment, and of maintaining a uniform wage scale, working conditions and hours of employees of the Company; and of facilitating peaceful adjustment of grievances which may from time to time arise between the Company and its employees, and of promoting and improving peaceful industrial and economic relations between the parties;

ARTICLE 1 - RECOGNITION; UNION SHOP

Section 1. The Company recognizes the Union to be the sole and exclusive bargaining agent in respect to the wages and hours and conditions of work and employment for all drivers of the Company employed at Oregon, Ohio, who are members of, or eligible to membership in the Union, excepting and excluding supervisory employees, watchmen and clerical help, office employees.

Section 2. The Company agrees that as a condition of continued employment, all present and future employees covered by this Agreement become and remain members in good standing in Local Union No. 20 no later than either the thirty first calendar day following the beginning of their employment, or the thirty first calendar day following the effective date of this clause, whichever is the later.

It is understood between the parties that: the company agrees to respect the jurisdictional rules of the Union; the Company shall not be precluded from operating its business efficiently and economically; the Company must provide quality on time and economic service to its customers; the Company will maximize its efforts to do this by constantly monitoring product costs, delivery costs and competitive costs; the Company will utilize all resources available to it as needed, and furthermore it is agreed upon between the parties that the Company will make a good faith effort to utilize and maximize active Oregon drivers in the bargaining unit covered under this Agreement for the delivery of CO2 produced for the Company in Oregon, OH.

ARTICLE 2 - CHECK-OFF DUES, INITIATION FEES, AND CREDIT UNION

Section 1. It is understood and agreed between the Company and the Union that the Company will deduct any back unpaid dues and initiation fees owed the Union, as well as current monthly union dues and initiation fees from the paycheck of all employees who have signed proper legal authorization for such deductions and who are covered by this Agreement on the last payday of the month preceding the current month for which

ARTICLE 45 – PENSION

Section 1. The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund as follows:

- effective February 6, 2012, the Employer shall pay the sum of \$132.80 per week for each employee.
- effective February 4, 2013, the Employer shall pay the sum of \$138.10 per week for each employee.
- effective February 3, 2014, the Employer shall pay the sum of \$143.60 per week for each employee.

All payments into the Pension Fund must be made within ten (10) days from the end of each calendar month to the Central States Funds, Department 10291, Palatine, IL. 60055-0291

ARTICLE 46 - PENSION GENERAL PROVISIONS

Section 1. If an employee is absent because of illness or off-the-job injury and notifies the Company in writing of such absence, the Company shall continue to make the required contributions to the pension fund for a period of two (2) months.

Section 2. If an employee is injured on-the-job, the Company shall continue to pay his required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Section 3. If an employee is granted a leave of absence, the Company shall collect from said employee prior to the leave of absence being effective, the required contributions into the pension fund during the period of absence.

Section 4. Contributions to the pension fund must be made for each week on each regular employee even though such employee may work only part time under the provision of this contract including paid vacations and weeks where work is performed for the Company but not under provisions on this contract and although contributions may be made for those weeks into some other pension fund. Employees, who work either temporarily or in cases of emergency under the terms of this contract, shall not be covered by the provision of this paragraph.

Section 5. Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a month period if payment of his contribution to the pension fund in accordance with the rules and regulations of trustees of such fund and after the proper official of the Local Union shall have given seventy-two (72) hours certified mail notice to the Employers, Regional Manager and payroll Department of such delinquency in the pension fund payment, the Union shall have the right to take

such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Company shall be responsible to the employees for insurance losses resulting there from.

Section 6. It is agreed that the Welfare Fund and Pension Fund will be separately administered each jointly by Company and Union in compliance with all applicable laws and regulations, both State and Federal.

Section 7. By the execution of this Agreement, the Company authorizes the Employers Association who are signatories to similar Collective Bargaining Agreements necessary for the administration of such Funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereto and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 47 - TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from February 1, 2012 to and including January 31, 2015 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 31, 2015, or January 31st of any subsequent year, advising that such party desired to continue this Agreement but also desire to revise or change terms or conditions of such Agreement.

Section 3. In the event of war, declaration of emergency or imposition of civilian controls during the life of this Contract, either party may reopen the same sixty (60) days written and request negotiations of matters dealing with wages and hours. Upon the failure of the parties to agree on such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration hereof

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RECEIVED CONTRACT DEPT.
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AGREEMENT

Between

PRAXAIR, INC.
Canton, Ohio

And

GENERAL TRUCK DRIVERS AND HELPERS
Local No. 92

October 16, 1998 through October 15, 2002

AGREEMENT

This Agreement made and concluded at Canton, Ohio, by and between , Praxair, Inc. hereinafter, referred to as the "Employer" and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, of the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 - SCOPE OF AGREEMENT:

The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

Section 1 - Operation Covered: The execution of this Agreement on the part of the Employer shall cover all employees of the Employer performing work, labor, or other duties in the service of the Employer under the Classifications described in Section 2, Employees Covered.

Section 2 - Employees Covered: All Truck Drivers and Yardmen.

Section 3 - Transfer of Company Title or Interest: If the Company sells all or any portion of its business while this Agreement is in effect, the Company agrees to notify the purchaser of the existence of this Agreement, and agrees to notify the Union by registered mail of the effective date of this transaction. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.

ARTICLE 2 - UNION SHOP and DUES:

Section 1 - Union Security: All present employees who are members of the Local Union on the effective date or on the date of execution of this Agreement, whichever is the later, of this subsection, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of their employment on and after the 60th working day or 90th calendar day following the beginning of their employment or on and after the 60th working day or 90th calendar day following the effective date of this subsection or on the date of execution of this Agreement, whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

Section 2 - Probationary Period: A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) working day trial basis, and may be extended by mutual agreement for an additional thirty (30) working days, during which period he may be discharged without further recourse; provided, however, that the Employer may not

ARTICLE 32 - PENSION PLAN:

Effective, October 15, 1998 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of \$85.00 per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

This Fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other Pension Fund under this Agreement or for operations under this contract to which the Employer is a party.

By the execution of this Agreement, the Employer authorizes the Employers Associations which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Contributions to the Pension Fund must be made for each week on each regular or extra employees even though such employee my work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Contributions shall be made for any regular employee on layoff who is worked on (1) day in any week for any reason.

ARTICLE 33 - WORK DAY and WORK WEEK:

Section 1 The standard guaranteed work week shall be forty (40) hours of pay per week and the standard guaranteed work day shall be eight (8) hours of pay per day for mileage compensated drivers and eight (8) hours for hourly compensated drivers. The forty (40) hour provision does not apply to the non-guaranteed employees as set forth in Article 34.

Section 2 Any regular employee ordered to report for duty and put to work shall receive not less than eight (8) hours' work or pay, or if employee is not put to work after called in, he shall receive not less than four (4) hours' pay.

Section 3 When an employee who has worked continuously eight (8) hours or more and is called back to work in cases of emergency and has not had a nine (9) hour rest period, he will be

LOCAL RIDER TO THE NATIONAL MASTER AUTOMOBILE
TRANSPORTERS AGREEMENT
BETWEEN
TEAMSTERS LOCAL 89
AND
PRECISION VEHICLE SOLUTIONS INC.

1. This rider dated 2-2-15 between Precision Vehicle Solutions Inc. and General Drivers, Local Union No. 89 replaces all prior riders and agreements and will remain in effect through August 31, 2015 and thereafter unless negotiated in accordance with the National Master Automobile Transporters Agreement (herein after referred to as N.M.A.T.A.)
2. Conditions of employment.
Employees who are hired by the Employer are required to meet and maintain the following conditions of employment:
 - a. Negative drug and alcohol test, which shall be performed within seven (7) days of the date hereof.
 - b. Having a valid unrestricted driver's license and be eligible to be covered under the employer's insurance policy.
3. Wages and classifications covered by this agreement are as follows:

	<u>6-1-14</u>
Van Driver	\$19.35
Driver	\$19.35

Wages will increase at a minimum of increases contained in the N.M.A.T.A. and the parties agree to discuss additional monies prior to June 1 of each year.
4. The Company agrees that member may use 1 week of their accrued vacation 1 day at a time the company may require a 48-hour notice.
5. Overtime and Premium Pay.
 - a. The Employer agrees to notify employees 1/2 hour before the end of shift if employees are required to work overtime or employees are not obligated to stay.
6. Inclement Weather Gear.
 - a. The Employer shall furnish each employee covered under this agreement with inclement weather gear; provided, an employee has worked at least forty (40) days in the previous twelve (12) months to September 1 to become eligible for \$75 inclement weather gear check on such date, and \$75.00 on February 1 of each year.
7. Breaks.
 - a. The Employer shall provide two (2) 15-minute rest periods during each regular eight hour day. The Employer shall provide one meal period of 30 minutes unpaid. Employees who work beyond 8 hours will be allowed a 15-minute break, however; if the shift will be completed before 9 hours, employees will receive 15 minutes pay in lieu of a break.

Employees, who work beyond 10 hours, will be allowed a 15-minute break, provided the employee will be working an additional hour of overtime. For each two hours worked prior to the start of the shift, an employee will earn a 15-minute break.

8. Vacations.
 - a. The Employer will pay all earned vacation time on a quarterly basis for those employees who want to participate. Otherwise, the provisions set forth in the N.M.A.T.A. regarding vacation pay will apply.
9. The parties recognize that Precision Vehicle Solutions will be entering Central States Health, Welfare and Pension under the Carhaul rates as a hybrid employer upon acceptance by Central States Funds.

FOR THE UNION

[Handwritten Signature]
FEB 6, 2015

FOR THE COMPANY

[Handwritten Signature] 02.03.15
[Handwritten Signature]
[Handwritten Signature] 02.03.15
[Handwritten Signature]

COLLECTIVE BARGAINING AGREEMENT

Between

**The Ford Kansas City Plant Division of
PREMIER ENVIRONMENTAL SOLUTIONS**

And

**TEAMSTERS LOCAL UNION NO. 838, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

January 7, 2015 – January 6, 2017

RECEIVED

AUG 28 2015

**CONTRACT
DEPARTMENT**

- 12.4 In the event of conduct in violation of this agreement, the Union shall promptly, upon notice of such activity, take all reasonable action to bring about the cessation of the acts and affect a return to work of the affected employees.

**ARTICLE 13
LEAVES OF ABSENCE**

- 13.1 The Company will provide leaves of absence in accordance with state and federal military leave provisions; all other requests for unpaid leaves of absences will be considered by and granted at the discretion of the Company; no grant or denial of any such request shall be considered precedent setting standards upon the Employer. Employees who are on an unpaid leave or absence will be required to remit to the Company the full premium payment for all medical and health related benefits prior to the time of taking such leave of absence for the duration thereof. Failure of the employee to make such timely payment of the full premium, as set forth herein shall result in the suspension of all medical and health related benefits for such employee and dependents.

**ARTICLE 14
HEALTH AND WELFARE AND PENSION**

- 14.1 Effective February 1, 2015, the Employer agrees to provide Blue Cross Blue Shield, for all full time employees covered by this agreement who has completed sixty (60) days off service. The cost of this benefit will be paid by the Employer. Coverage must include Short Term Disability and Long Term Disability Insurance; and include Employee and Family Life Insurance.

Short Term Disability.....\$300.00 per week for 26 weeks
Long Term Disability.....\$400.00 per week

The Company agrees to pay the first \$1,000.00 of the employee's hospitalization insurance deductible.

- 14.2. Effective January 10, 2010, the Employer agrees to contribute \$36.40 per week into the CSS, Benefit Class A, for each employee covered by this Agreement who has completed 30 calendar days of continuous active service. Effective January 9, 2011 will increase to \$39.30 per week; effective January 8, 2012 will increase to \$42.40 per week; effective January 6, 2013 will increase to \$44.90 per week; effective January 5, 2014 will increase to \$47.60 per week; effective January 6, 2015 will increase to \$50.50 per week; January 6, 2016 will increase to \$52.50 per week; January 6, 2017 will increase to \$54.60 per week.
- 14.3 All payments into the CSS must be made within fifteen (15) days from the end of each calendar month to CSS Fund, 9377 W. Higgins Road, Rosemont, Illinois 60018-4938
- 14.4 Contributions to the pension fund must be made for each week for each regular employee beginning the thirty-first (31st) calendar day of employment, even though such employee may work only part-time under the provisions of this Contract, including paid vacations, and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other health and welfare fund and or pension fund.

- 14.5 Employees who work either temporarily or in cases of emergency pursuant to Section 1.4 of this Agreement shall not be covered by the provisions of this Article.
- 14.6 If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is injured off the job, the Employer shall continue to pay the required health and welfare contributions for the period of disability, to a maximum of twelve (12) weeks.
- 14.7 Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of his contribution to the pension funds, in accordance with the rules and regulations of the trustees of such funds and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the pension fund payments, the Union shall have the right to take such action as it deems necessary, other than conduct otherwise expressly restricted by the terms of this Agreement, until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

ARTICLE 15 GENERAL

- 15.1 The Employer agrees that it will allow the proper accredited representatives of the Union access to the plant at any time during normal business hours for the purpose of policing the terms and conditions of this Agreement, provided the In-plant Technical Representative has been notified in advance.
- 15.2 The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance.
- 15.3 Part-time or casual employees shall not be used to deprive regular full-time employees of overtime or other opportunities for additional earnings.
- 15.4 Neither the Employer nor the Union shall discriminate against any employee on any basis made illegal by applicable law, including race, age, sex or disability as set forth in the Americans with Disabilities Act.
- 15.5 Each employee must keep the Employer currently informed as to the employee's home address, home phone number and person to contact in case of emergency. The employee's failure to comply with this provision shall relieve the Employer of any obligation to provide notice otherwise required by this Agreement. The Employer agrees, upon request, to provide written documentation acknowledging receipt of such information.
- 15.6 All employees are prohibited from contacting the Company's customer on any matter with the exception of production and safety issues. All questions, comment and concerns are to be directed to the onsite Company Supervisor or Company administrative office in Sterling Heights, MI. Any employee found in violation shall be subject to disciplinary action as set forth in this agreement.