

**COLLECTIVE
BARGAINING AGREEMENT**

BETWEEN

**THE FRANK MORITZ & SONS COMPANY
MANSFIELD, OHIO**

AND

**TEAMSTERS, CHAUFFEURS & HELPERS
LOCAL UNION No. 40**

Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO



May 1, 2005 through April 30, 2010

AGREEMENT

This Agreement made and entered into by and between THE FRANK MORITZ & SONS, COMPANY, hereinafter referred to as the "EMPLOYER" party of the first part and TEAMSTERS LOCAL UNION NO. 40, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION", party of the second part.

ARTICLE 1 MEMBERSHIP

The Employer agrees that all present employees who are members of the Local Union on the effective date of this section or on the execution of this Agreement, whichever is the later, shall remain members of the Local Union as a condition of employment so long as they remain in the classifications of individuals covered by this Agreement. Union membership for purposes of this Agreement, is required only to the extent that such employees must pay either (1) the Union's initiation fees and periodic dues or (2) 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 case of an objection service fee payer shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities. All present employees in those classifications of individuals covered by this Agreement who are not members of the Local Union and all employees who are hired hereafter in those classifications of individuals covered by this Agreement shall become and remain members of the Local Union so long as they remain in the classification of individuals covered by this Agreement as a condition of employment on or after the thirty-first (31st) calendar day following the beginning of their employment or on or after the thirty-first (31st) calendar day following the effective date of this section or the date of this Agreement, whichever is the later.

An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his/her Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

This Article has not been changed completely, to reflect the Agreed to language. Still waiting on a definition of the Bargaining Unit from the NLRB.

ARTICLE 2

CHECK-OFF & DRIVE

The Employer agrees to deduct the monthly dues and initiation fees as specified by the Local Union from the wages of all employees covered by this Agreement: provided however, that such employees shall first have signed a written authorization to the Employer for such deductions as set forth above. It is understood that such authorizations may be revoked by said employees, upon giving of a ten (10) day written notice to the Employer and the Local Union. A check-off list shall be furnished by the Local Union showing the amount due from each employee, and the list together with the amount deducted shall be forwarded to the Local Union.

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 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 plan.

ARTICLE 3

SENIORITY

Section (1) SENIORITY

It is further agreed and understood that strict seniority shall prevail. Seniority shall govern the addition or reduction of the working force. In the event a lay-off becomes necessary, a senior employee has the first option to take a voluntary lay-off. If the work force has to be reduced further, then mandatory lay-off will be enforced. The last man hired shall be the first person laid-off. When the work force is increased, then those senior employees voluntarily laid-off have the first option to return to work in the same order of seniority in which they were laid-off for a 90 day period from the time of original lay-off. After the 90 day period, it is the employee's option to be laid-off for another 30 day lay-off period or return to work.

Seniority shall only be broken by discharge, voluntary quit, retirement, or more than three (3) year lay-off.

Any controversy over the seniority standing of any employee on the list shall be referred to the Employer and the Local Union for settlement.

Section (2) PROBATIONARY EMPLOYEES

Any person newly employed, whether a member or non-member, shall be so employed solely on a sixty (60) working day trial basis, during which time he may be dismissed by Employer without further recourse. Such employees shall work at a twenty-five percent (25%) reduction of the then current wage scale during this probationary period. At the end of the sixty (60) working days, such employee shall be placed on the seniority list. The Employer agrees to notify the Union of the date of original employment and such notification shall be given forty-eight (48) hours after the date of hiring.

ARTICLE 4

Union Representation

The Employer recognizes the right of the Local Union to designate job stewards and/or alternates in each garage/terminal. **The job Steward and /or Alternate shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his/her regular working hours.** The steward and/or alternate shall have the right to ascertain the standing of various and several employees in said garage/terminal and report said standing to the Local Union. The steward shall have the further right to take notice of and report any and all grievance to the Local Union. Stewards shall not report any grievance to the Local Union until the provisions of Article 11 have been complied with. Said steward and/or alternate shall not have the authority to call a strike or cause a stoppage of work.

The duly authorized Officers and the Business Agents of the Union shall be permitted to enter the Company's premises during working hours for the purpose of investigating or handling grievances; provided however, that they shall in no way interfere with the progress of work or the conduct of the Company's business, and provided further, that such authorized representatives of the Union shall before seeking admission to any part of the Company's premises, first report to the office of the Company and obtain specific authorization for the visit. The Company may, if it chooses, have one of its representatives escort the Union official through the plant.

ARTICLE 5

LEAVE OF ABSENCE

Any employee having more than ninety (90) days of continuous service with the Employer will be given a leave of absence without pay, for a period of not more than ninety (90) days if their services are not immediately required and there are other employees available at the plant capable of doing this work. The Employer may extend such leave for good cause shown.

During the period of leave of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with the provisions of the Article shall result in the complete loss of seniority rights of the employee involved.

Any employee having more than six (6) months of continuous service with the Employer, and who is elected to a permanent office in, or as a delegate to any Labor activity, requiring a leave of absence, shall be granted such leave without pay for the required period not to exceed one (1) year. Not more than two (2) employees can take advantage of leave granted under this Section at an one time.

During any leave of absence, seniority shall accumulate and at the termination of any leave, the employee will be reinstated at the then current rate of pay in his old position.

ARTICLE 6

ABSORBING OTHER BUSINESS

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

In the event of a bonafide sale or other transfer of the business of the signator Employer hereto, or in the event of a change of control of said business through lease or otherwise, or if any person or persons, in the case of non-corporate ownership, completely divest themselves of ownership or control of said business, by any arrangements, the successors in ownership or control whether obtained from a corporate ownership or individuals, shall within twenty (20) days thereafter, accept this Agreement in the place and stead of the present signator Employer.

It is further understood that the present signator Employer shall notify the Union as soon as he knows that such sale or transfer shall be consummated and shall inform the purchaser, purchasers or transferees of the clause in this collective bargaining contract, in order that the contractual and substantive rights of the employees hereunder shall be protected and conserved in accordance with the intent expressed herein.

ARTICLE 7

PAID HOLIDAYS

All employees who have been employed thirty (30) working days will be entitled to regular pay of eight (8) hours for each of these holidays, namely:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving	Christmas Day

Employees on the active payroll shall also be entitled to two (2) floating holidays. Such floating holidays and to be scheduled with the written approval of the Employer and must be taken between **December 26 and February 28 immediately** following the Christmas Holiday. When multiple requests are made to take such floating holidays off on the same day, the employee with the greatest seniority will be given preference.

Employees will be notified of the date on which the holiday will be observed no later than seven (7) days prior to the observance of the holiday.

An employee must make himself available for work the day before and the day after the holiday to receive holiday pay. Should an employee work during one of the eight (8) holidays, he shall be paid at the rate of double-time, in addition to his holiday pay. Further, an employee shall not be compelled to work on a holiday nor shall he be discriminated against because of his failure to work on a holiday.

Employees who report to work on the last day requested before a holiday, or the first day requested after a holiday will be entitled to holiday pay.

A laid off employee called in to work the day before or the day after a holiday shall be paid by the hour up to four (4) hours and would also be paid the same number of hours for the holiday.

If worked over four (4) hours, employee would get paid for all hours worked and get paid eight (8) hours for holiday pay.

It is further agreed and understood that holiday pay shall be paid to an employee if he is unable to work because of proven illness or if the absence is mutually agreed to or if an employee is on his vacation.

ARTICLE 8

VACATIONS

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period shall receive a vacation of (1) week with forty (40) hours straight time pay when he has been employed one (1) year, and two (2) weeks vacation with eighty (80) hours straight time pay when he has been employed three (3) years. Employees covered by this Agreement who have been employed for nine (9) years or more shall receive three (3) weeks vacation with one hundred-twenty (120) straight time pay, four (4) weeks vacation with one hundred-sixty (160) hours straight time pay if employed fifteen (15) years and five (5) weeks vacation with two hundred (200) hours straight time pay if employed twenty (20) years or more.

It is understood that during the first year of employment, the man must work sixty percent (60%) of the total working days, in order to obtain his vacation, and must have been employed the full year. During the second and subsequent years the employee must have worked sixty percent (60%) 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 in any one twelve (12) month period.

After the first full year, if due to illness or **accident**, the employee does not meet the full sixty percent (60%) requirement, it is agreed to consider the leave period in computing the time eligibility requirements and pro-rate a vacation on this basis:

DAYS WORKED

_____ = _____ % Vacation

60% of total working days

NOTE: When calculating total days worked in figuring pro-rata vacation pay, vacation days earned will apply towards the 60% requirement for total working days. Working days are considered Monday through Friday only.

No employee who has qualified for a vacation shall be denied his vacation because of leave of absence or for being off work because of proven illness.

Any employee who does not take a vacation shall not be entitled to vacation pay in lieu thereof, unless mutually agreed to by the Employer and the employee. Any employee who has qualified for a vacation and who has left the service of the Employer, prior to his vacation period, shall be entitled to the vacation pay earned.

Employee shall be given their vacation pay before starting on their earned vacation.

Round 1: January 1 through the last day of February

During the first round, employees shall select up to two weeks vacation in full week increments. The Company (or its designee) will contact employees in seniority order, beginning with the most senior employee, to select his/her vacation..

Round 2: March 1 through March 15

Beginning March 1st, employees may schedule any remaining vacation in full week increments, again by seniority. Once a vacation period is established for any employee, such employee may not have his vacation period taken by a more senior employee. The employee may choose up to two consecutive weeks (in full weeks) during this time, of his remaining vacation.

.Round 3: March 16 through March 31

Beginning March 16th, employees may select any remaining vacation time in single day increments, again by seniority.

Vacation period of each eligible employee shall be set with due regard to the desire, seniority, and preference of the employee. All vacation weeks must be mutually agreed upon by company and employee consistent with an efficient operation of the employer's business with the understanding that the company must allow a minimum of 10% of the active employees to be on vacation each day of the year.

For the purpose of vacation selection, a "full week" shall be defined herein as a calendar week, that is, Sunday through Saturday. The company will have the right to hire and will use good faith efforts to attempt to hire casual employees for the purpose of allowing a maximum (2) employee per week to schedule and take vacation during the summer months. However, in the event that the Company is unable to find any appropriate casual employees for such purposes, only one (1) employee will be permitted to take vacation per week. In the event no casual employee is found and only one (1) employee is granted vacation in any given week, said employee shall not be required to work the Saturday immediately preceding, or the Sunday immediately following their scheduled vacation week.

Casual employees may be employed from May 15 through September 15 of a given calendar year. Casual employees shall not gain seniority nor shall they be entitled to any benefits under this agreement unless worked past September 15th. Casual employees shall not be members of the bargaining unit, shall not gain seniority nor shall they be entitled to any rights or benefits under this Agreement unless they work past September 15. In the event a casual employee is worked passed September 15th, his seniority shall revert back to his first day worked, he shall become a member of the bargaining unit and he shall gain all rights under this agreement upon completion of sixty (60) working days of employment (his probationary period) or his first day worked after September 15th, whichever is the later. The pay for casual employees will be ninety percent (90%) of the existing wage scale.

Upon layoff, employees must first exhaust all eligible vacation before they may apply for or receive unemployment compensation. However, employees may elect to receive payment for up to two weeks of their remaining vacation in lieu of time-off. Such payment shall be included in the employees' last paycheck prior to lay-off.

ARTICLE 9 (Safety and Health)

Section (1) Employees shall immediately report to the Employer, in writing, all defects in equipment and all accidents and the names and addresses of all witnesses to accidents.

If a driver gives a report to the Employer that a vehicle is in an unsafe operating condition and if he believes that the report has not had adequate consideration by the Employer, he shall discuss the questions with the Employer. And if he is of the opinion that the Employer has not taken adequate measures to put the vehicle in proper operating condition, he shall call the situation to the attention of the Local Union and the Local Union shall take the matter up with the Employer. **No driver will be compelled to take out on the street, any equipment that is in violation of any state, local, or federal law and shall have the absolute right to refuse any gross overweight load without fear of retaliation or negative job consequence. The Company will post gross load limits for each Company truck in service on the bulletin board and in the lunch room.**

If an employee is ticketed for any overweight load, the Employer will pay all fines and court costs assessed to the employee as a result..

No employee shall be responsible for loss or damage done to the vehicle operated by him or to the merchandise under his charge unless such loss or damage resulted from that employee's negligence.

The Employer agrees that employees shall not be required to wear any kind of a uniform as a condition of continued employment. However, employees must wear clothing appropriate for jobsite conditions.

The Company will pay twenty-five dollars (\$25) per calendar year per employee for safety shoes. If safety shoes are not purchased in any given calendar year, no carry over into future year is permitted.

Section (2) Examinations and Identification fees

The Company will pay one hundred percent (100%) of the cost of a physical per the ODOT requirements, provided the Company's provider performs the physical. If an employee elects to have the physical performed by his own provider, the Company will pay an amount equivalent to that charged by the Company's provider. All physicals shall be obtained no later than March 31st of the year such physical is required, including physicals for those individuals on lay-off.

In the event the Company finds it necessary to require employees to carry identification of some kind, employees will comply. The cost of such personal identification (but not including drivers', state ID cards or the like) shall be borne by the Company.

Section (3) Work Rules

The Company shall have the right to establish reasonable rules and regulations for the conduct of employees. The Company shall provide the Stewards with a copy of the new or amended rule and submit the same to the Local Union one (1) week prior to implementation. In the event a rule/regulation, or its application, is found to be unreasonable by the Local Union, it shall be subject to the grievance procedure.

Section (1) Health and Safety Meetings

The Company shall schedule and pay for yearly health and safety meetings, including Drug Free Workplace and safety and health training, during the wintertime months and may require all employees to attend such meeting on specific dates and times as it may so schedule in its discretion. The Company shall schedule no less than two (2) such meetings per year and shall provide at least two (2) weeks advance written notice to all employees (whether active or on layoff) of all the scheduled dates of such meetings. Each employee will be scheduled by the Company to attend meetings at a specific time and date. If the employee is unavailable or unable to attend at that scheduled time, he may reschedule his attendance to the other available date(s) with the Company.

Employees will be paid at their normal hourly rate for such meetings. Employees on layoff at the time who fail to attend such meetings will not be called back from layoff until they have attended equivalent training and obtained and presented to the Company appropriate certification of such at their own expense and on their own time. For active employees who are not on layoff and who fail to attend such company-scheduled meetings to maintain their job status, they must attend equivalent training and obtain and present to the Company appropriate certification of such on or before April 1 of each year or be subject to a suspension of their employment until such training and certification is obtained at their own expense and presented to the Company.

ARTICLE 10 DISCHARGE

Except as otherwise provided herein, employees who have completed their probationary period may be discharged or suspended by the Company only for just cause and any dispute with respect thereto shall be taken up in accordance with the grievance procedure. Except as set forth herein, an employee shall be entitled to at least one (1) written warning and a hearing for any additional infractions prior to discharge or suspension. However, an employee may be discharged or suspended without prior written warning and prior to a hearing for proven dishonesty, intoxication (alcohol and/or drug) which is verified by an appropriate alcohol or drug test, possession and or use of controlled substances and/or drugs and/or alcohol while on duty or on Company property, carrying unauthorized passengers in Company equipment, possession of a weapon while on duty or on Company property and gross negligence resulting in a serious accident causing more than Twenty-five Thousand Dollars (\$25,000) in damages and/or serious personal injury.

The Union shall be notified within two (2) working days of any intent to discharge or suspend. The Union shall be furnished with a written statement of the reasons for the proposed discharge or suspension and the name of each employee involved. A discharge hearing to propose discharge or suspension and the name of each employee involved. A discharge hearing to provide the affected employee the opportunity to be heard will be scheduled between the Employer and the Local Union within five (5) working days from the date of the notice of intent to discharge or suspend. At such hearing, the Business Representative of the Local Union shall be present. If at such hearing, the company's decision to discharge or suspend is reversed, and unless otherwise agreed, the employee shall be reinstated and compensated at his usual rate of pay at straight time for the regularly scheduled hours he would have worked but for the discharge or suspension. If an agreement between the parties is reached at or as a result of that hearing, it shall be final and binding on all parties and not subject to the grievance procedure.

If the decision to discharge or suspend is upheld by the Company, the employee and the Union will be notified in writing, the effected employee shall have five (5) working days from the time notice is received to grieve the discharge or suspension pursuant to Article 11 of this Agreement, beginning with Step 3.

Written warnings issued to employees must be presented to the employee and sent to the Union (via Certified Mail) within seven (7) days from the time the Employer knew or reasonably should have known of the event giving rise to the discipline. A copy of each such written warning shall also be provided to the job steward and the Local Union. Written warnings as provided herein shall be considered active and may be used as a basis for further discipline for later infractions or violations for a period of ninety (90) days after their issuance. After such ninety (90) days period of time, such written warnings may no longer be considered in further disciplinary action.

The timeframes set forth herein shall be strictly followed unless altered by mutual agreement between the Union and the Company.

ARTICLE 11

Grievance Procedure

Whenever possible, all grievances will be handled during working hours. All grievances shall be subject to the following grievance:

- Step 1** within five (5) working days of the event giving rise to the grievance or reasonable discovery of same, the employee having grievance shall present it to the Company's designated representative. If satisfactory settlement is not reached within forty-eight hours, the grievance shall be reduced to writing and signed by the employee involved and/or a representative of the Union.
- Step 2** within five (5) working days of the Employer's Step 1 response, written grievance to that response shall be submitted to the Employer. The Employer shall contact the Local Union within three (3) days of receipt of the grievance. The Employer and the Union shall meet at a mutually agreeable time in an attempt to settle the grievance. The Employer will provide the Local Union with a written response within three (3) working days of the Step 2 hearing.

Step 3 In the event a satisfactory settlement has not been reached at Step 2 of this procedure, the Local Union may submit in writing to the Ohio Joint State Grievance Committee, where it shall be handled under the Private Carriage & Miscellaneous Contracts Procedures.

Pending a settlement of such disputes, there shall be no strikes, lock-outs or stoppages of work. The decision that is handed down by the Ohio Joint State Grievance Committee shall be final and binding to the Employer and Local Union.

Neither the Company nor the Union, signatories to this Agreement shall resort to action before any court of Law or Governmental Agency in the settlement of any disputes or grievances arising under this Agreement or to recover damages resulting there from, until after the complete exhaustion of the provisions of this Article.

Willful violation of the part of the Employer, namely non-payment of wage scale or not meeting payroll when due, shall not be a matter for Private Carriage Procedure and after twenty-four (24) hour grace period, the Local Union reserves its autonomy right to strike.

ARTICLE 12

Protection of Rights

Employees may refuse to enter upon the premises of any Employer if the employees of that Employer have formed a picket line in the course of a strike ratified or approved by a representative of such employees whom that Employer is required to recognize.

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 13 HOURS

Eight (8) hours shall constitute a scheduled days work. All time worked in the excess of eight (8) hours shall be paid for at the rate of time and one-half the established rate of pay. Forty (40) hours shall constitute a week's work. All time worked in the excess of forty (40) hours shall be paid for at the rate of time and one-half the established rate of pay, but not both, whichever is greater.

All time worked on Sunday, shall be paid at the rate of double the established rate of pay.

Any employee reporting for work unless otherwise notified shall be paid four (4) hours show-up time. If time is worked beyond the fourth (4th) hour, there shall be a guarantee of eight (8) hour work and/or pay, except in cases of premium days, namely - Saturday, Sunday and Holiday - when the employee worked beyond the fourth (4th) hour, he shall be paid for the actual time worked.

Once a driver makes a delivery of concrete, he shall automatically receive the eight (8) hour guarantee. This Article shall not be construed to conflict with the four (4) hour show-up time.

Any employee refusing to work shall not receive compensation under this Article.

No employee shall be required to take more than a one-half (1/2) hour for lunch. Lunch period shall be between the fourth (4th) and sixth (6th) hour worked and if any employee works during such lunch period, he shall be paid for same at the rate of time and one-half.

It is understood that no employees are to be employed, or no part-time employees are to be used as a subterfuge to defeat the overtime provisions of this Agreement, or to take any regular work away from the regular employees. All part-time workers are to receive the minimum of four (4) hours pay if put to work.

Employees reporting for Saturday work who opt to leave prior to their four (4) hour guaranteed show-up time shall be paid for actual time worked only.

In the event an employee has a legitimate excuse to get off work at the normal quitting time, he shall give an eight (8) hour notice to the Employer.

ARTICLE 14

WAGES

The minimum wage to be paid to employees covered by this Agreement shall be as hereinafter specified -

Effective	May 2 2005	-	\$16.00
Effective	May 1 2006	-	\$16.60
Effective	April 30 2007	-	\$17.30
Effective	April 28 2008	-	\$17.95
Effective	April 27 2009	-	\$18.75

ARTICLE 15 INSURANCE

Except as required in the PLAN, the Company shall pay the full cost of said insurance but for the premium and deductibles as follows:

Effective May 2, 2005: \$15.00 weekly premium to be paid through payroll deduction.

Effective May 1, 2006 \$17.50 weekly premium to be paid through payroll deduction.

Effective April 30, 2007 \$20.00 weekly premium to be paid through payroll deduction.

Effective April 28, 2008 \$22.50 weekly premium to be paid through payroll deduction.

Effective April 27, 2009 \$22.50 weekly premium to be paid through payroll deduction.

Employees shall pay the following deductibles and co-payments:

Effective May 1, 2005

In-Network Providers

Deductible

Per Individual: \$200.00

Per Family: \$400.00

Co-Pay: 80%/20%

Non-Network Providers

Deductible

Per Individual: \$500.00

Per Family: \$1000.00

Co-Pay: 80%/20%

Effective May 1, 2007:

In-Network Providers

Deductible

Per Individual: \$250.00

Per Family: \$500.00

Co-Pay: 80%/20% of \$3,000.00

Non-Network Providers

Deductible

Per Individual: \$600.00

Per Family: \$1200.00

Co-Pay: 80%/20% of \$3,000.00

Effective May 1, 2009:

In-Network Providers

Deductible

Per Individual: \$250.00

Per Family: \$500.00

Co-Pay: 80%/20% of \$3,500.00

Non-Network Providers

Deductible

Per Individual: \$700.00

Per Family: \$1400.00

Co-Pay: 80%/20% of \$3,500.00

The Company to provide each employee with a Prescription Drug Card at no cost to the Employees.

The Co-pay of the Card shall be:

- **For generic drugs, employees' maximum co-pay is \$10.00 per prescription.**
- **For formulary (preferred brand) drugs, employees' maximum co-pay is \$15.00 per prescription.**
- **For non-formulary (Brand Name) drugs, employees' maximum co-pay is \$30.00 per prescription.**

Prescriptions of maintenance drugs (those requiring a 30 day supply or more by prescription), may be ordered by mail and, if so ordered, the maximum co-pay for such will be a double co-pay for a 90 day supply of such medication.

The Drug Prescription Card co-pay does not apply to the employees' deductible.

Company will pay \$185.00 per week, maximum twenty (20) weeks, for disability income (Loss of Time Benefit), for employees only.

The Company has the option to change Insurance Companies which will provide equal to or superior coverage than the present Employers Health Insurance Company.

The Company agrees to continue paying Medical Insurance on all laid off employees for a period not to exceed six (6) months from the time of lay-off.

Subject to the terms and conditions of said Insurance Plan, the Plan shall not pay more than fifty percent (50%) of the cost of any and all covered chiropractic service. Chiropractic services will be limited to twelve (12) visits per calendar year.

If an employee is off work on Workers Compensation, for any new claims beginning with contract period effective May 1,2002, health insurance will be maintained at the same rate to the employee as the rate effective while working, for a period not to exceed six (6) months.

Outpatient Benefits – Preadmission testing and/or surgery expenses are subject to deductible and benefit percentage (coinsurance clause).

“Dependent of a dependent” are excluded from this health plan.

The Company will amend its current medical insurance plan so that any employee or spouse of an employee covered by the medical plan that is or becomes disabled will continue to be covered by the Company's health insurance coverage to the extent covered, prior to such disability.

The Company will raise the Maximum lifetime cap under the medical plan from \$1,000,000.00 to \$2,000,000.00.

ARTICLE 16 RETIREMENT

Effective January 1, 1994 the Company established a retirement income program which qualifies for tax deferral under IRS Code Section 401(k) as described below:

401(k) Plan

Eligible employees may place up to fifty percent (50%) of their weekly pay into their retirement income account. The Company will match the employee's contribution on a dollar for dollar basis up to the amounts established as follows:

Effective January 1, 2006 the Company contribution shall be \$30.00 per week.

Effective January 1, 2007 the Company contribution shall be \$30.25 per week

Effective January 1, 2008 the Company contribution shall be \$30.50 per week

Effective January 1, 2009 the Company contribution shall be \$31.00 per week

Effective January 1, 2010 the Company contribution shall be \$31.50 per week

The Company will pay all administrative fees associated with the creation and maintenance of these accounts.

All employees will be immediately 100 percent vested in the plan upon enrollment.

Upon retirement with 25 years service or more, the retiring employee will receive severance pay of one-hundred dollars (\$100.00) per year for each year's service.

ARTICLE 17
FUNERAL LEAVE

In the event of death in the immediate family, which includes Mother, Father, Wife, Husband, Son, Daughter, Sister, Brother, employee shall receive three (3) days off with pay to attend the funeral.

The employee shall receive two (2) days off with pay to attend the funeral of Grandparents, Grandchildren, Mother-In-Law, Father-In-Law, Step-Children and Step-Parents.

ARTICLE 18

NON-DISCRIMINATION

The Company and the Union agree that the Company is an equal opportunity Employer and that employment, work assignment, upgrading, transfers, lay-offs, reinstatement and all other matters affecting the employment relationship shall be in accordance with the provisions of this Agreement and without regard to race, creed, color, national origin, sex or age.

In further implementation of this provision:

- (a) The Company will not discriminate against any employee or prospective employee in any manner because of his membership and activity in the Union.
- (b) The Company and the Union agree that this Agreement will apply equally to all employees in the bargaining unit, regardless of race, creed, color, national origin, sex or age.

ARTICLE 19

No Strike Clause

Except as otherwise provided herein, there shall be no strikes, lockouts, sitdowns, slowdowns or work stoppage during the term of this Agreement. Failure or refusal on the part of any employee of the Company to comply with any and all provisions of this section shall be sufficient grounds for such disciplinary action, up to and including discharge.

If a strike occurs which has not been authorized by the Union, the Union will, as promptly as feasible, inform its members and the Company that the strike has not been authorized by it.

It is further agreed that in all cases of unauthorized activity in violation of this provision, the Union shall not be held liable for any damage resulting from such unauthorized acts of its members.

Article 20

Company Prerogatives

Except as otherwise specifically provided in this Agreement, management of the plant, direction and control of the plant operations and of the working forces and the normal functions of the management are vested exclusively in the Company, including the right to hire, assign, discipline, discharge for just cause, promote, lay off and transfer employees; promulgation and enforcement of plant rules and regulations; determining and changing methods and schedules of production; introduction of new methods and facilities and scheduling work.

Article 21
TERMINATION

This Agreement shall become effective as of May 1, 2005 and shall continue in full force and effect to and including April 30, 2010 at which time this Agreement shall terminate, provided either party hereto gives to the other at least sixty (60) days written notice of such termination prior to said expiration date of this Agreement.

In the event that any provisions of this Agreement, shall at anytime, be declared invalid by court or competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions, not so declared invalid shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set forth their hands this _____

THE FRANK MORITZ & SONS COMPANY

TEAMSTERS LOCAL UNION NO. 40

