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**Contract Database Metadata Elements**

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GEN/10908

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## Articles of Agreement

By and Between

**Eastern Crown**

And

**Teamsters Local Union 294**

130 Lomond Court  
Utica, NY 13502

Effective: September 1, 2015

Expiration: August 31, 2018



# TABLE OF CONTENTS

## AGREEMENT

Article 1 – Union Recognition-----	2
Article 2 – Union Security-----	2
Article 3 – Dues Check Off -----	3
Article 4 – Picket Line -----	3
Article 5 – No Strike – No Lockout-----	3
Article 6 – Funeral Leave -----	4
Article 7 – Pay For The Day of Injury -----	4
Article 8 – Lie Detector Clause-----	4
Article 9 – Non Discrimination-----	4
Article 10 – Drive -----	5
Article 11 – Credit Union -----	5
Article 12 – Management Rights -----	5
Article 13 – Seniority -----	6
Article 14 – Wages -----	7
Article 15 – Probationary Employees -----	8
Article 16 – Lay-Off Notice-----	8
Article 17 – Sick Leave-----	9
Article 18 – Leave of Absence-----	9
Article 19 – Vacations -----	9
Article 20 – Holidays -----	10
Article 21 – Grievance and Arbitration -----	11
Article 22 – Union Steward -----	12
Article 23 – Miscellaneous Working Conditions and Definitions -----	12
Article 24 – Employee Benefits Contribution Termination -----	13
Article 25 – Time Off To Vote -----	13
Article 26 – Safety Appliances on Vehicles-----	13
Article 27 – Most Effective Use of Employees -----	13
Article 28 – To Further Interest of Employer -----	13
Article 29 – Severability & Interpretation-----	13
Article 30 – Health and Hospital -----	14
Article 31 – Supervisors -----	14
Article 32 – Drug and Alcohol Policy -----	14
Article 33 – Termination of Agreement -----	14
Signatory -----	14

This Agreement entered into on September 1, 1991 and the Memorandums of Agreement dated December 21, 1993, December 21, 1995, July 29, 1998, September 28, 2000, and August 20, 2003 and amended by ratification September 1, 2009 and September 2015 by and between **Teamsters Local Union 294**, (hereinafter referred to as the Local or Union), and **Eastern Crown, Inc.** hereinafter referred to as the Company, is hereby modified by and with the mutual consent of both parties.

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**Article 1**  
**Union Recognition**

The bargaining unit covered by this Agreement consists of:

All full time and regular part time truck drivers, working foremen, warehousemen and maintenance employees employed by the Employer at its Vernon, New York facility, excluding all clerical employees, professional employees, confidential employees, sales persons, guards and supervisors as defined in the Act.

**Article 2**  
**Union Security**

Section 1: All employees on the active payroll on the effective date of this Agreement shall become members of the Union and maintain their membership in the Union in good standing as a condition of continued employment.

Section 2: All employees hired after the execution of this Agreement must become members of the Union within thirty (30) days after the commencement of such employment shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3: For the purposes of this article, any employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

Section 4: An employee who has failed to maintain membership in good standing as required by this Article, shall within five (5) working days following receipt of a written demand from the Union requesting his / her discharge, be discharged, if during such period, the required dues and initiation fees have not been tendered.

Section 5: The Employer agrees to provide the Union once a year with a list containing the names of all bargaining unit employees. The list shall be sent to the Union office located in Utica, New York June 1<sup>st</sup> of each year of the Agreement, or at any other date chosen by the Union, providing advance notice of one (1) month is given to the Employer. The Employer will also provide the Union with names of employees who pass the probationary period.

**Article 3**  
**Dues Check-Off**

The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees 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. No deduction shall be made which is prohibited by applicable law.

**Article 4**  
**Picket Line**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action nor shall such employee be permanently replaced 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.

**Struck Goods**

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action nor shall such employee be permanently replaced if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

**Article 5**  
**No Strike – No Lockout**

1. The Employer and Union mutually covenant that there shall be no strike, lockout or other interruption of normal operations of any kind or character or any account whatsoever during the life of this Agreement, provided that neither party shall be bound by this provision in a case of failure of the other party to comply with any order of the Mediation Board. The Company agrees, as part of the consideration of this Agreement, that neither the Local Union, its officers, agents or member shall be liable for damages, for unauthorized strikes or other interruptions of normal operations, if:
  - a) The Union upon the request of the Company gives notice to the Company and the employees within twenty-four (24) hours, that it has not authorized a stoppage, strike, slowdown, or suspension of work, and, if:
  - b) The Union further cooperates with the Company in getting the employees to cease and desist from any and all actions described in paragraph 1 above:

- c) It is specifically understood and agreed that the Company during the first twenty-four (24) period of such unauthorized work stoppage, and if such stoppage continues, the Company shall have the right to immediately discharge any Union member participating in any unauthorized stoppage, strike, slowdown, or suspension of work.

**Article 6  
Funeral Leave**

Section 1: In the event of a death in the immediate family, namely: Parents, Spouse, Children, Brothers or Sisters, Mother-in-Law, Father-in-Law, Step-Mother, Step-Father and Step-Children, Grandmother and Grandfather, full time employees will be allowed as leave the three days immediately following the death with straight time pay for any of the three days which are regularly scheduled working days.

**Article 7  
Pay For The Day of Injury**

Section 1: Any employee taken sick or injured on the job, requiring medical attention and having to be relieved to go home, shall suffer no loss in pay for the day affected.

**Article 8  
Lie Detector Clause**

The Company shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

**Article 9  
Non Discrimination**

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

Section 2: The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

Section 3: The term "he" or "his" as used in this Agreement is not meant to be discriminatory and shall apply equally to male and female employees.

**Article 10**  
**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 check the total amount deducted 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 11**  
**Credit Union**

Section 1: Upon receipt of lawful written authorizations from employees, the Employer shall deduct from the monies due to the employees the sums specified in such written authorization and shall remit such monies to Beacon Federal Credit Union.

Section 2: All monies shall be remitted monthly to Beacon Federal Credit Union by check. A list of all employees for whom deductions have been made, indicating the amount deducted for each individual shall accompany the check.

**Article 12**  
**Management Rights**

Section 1: The Employer agrees that it will not contract or subcontract work customarily performed by the Company with bargaining unit employees unless such work cannot be performed by the Company as expeditiously required in order to meet customer demands.

Section 2: Subject to the expressed provisions of this Agreement, the Company retains the exclusive right to manage the business and to direct the working force, including but not limited to the right to plan, direct, or control operations, alter, extend, maintain, consolidate, merge or terminate operations, to maintain order and efficiency, to determine schedules and operations, to assign work, to hire, transfer, layoff, promote, establish new jobs, abolish or alter existing jobs and increase or decrease the number of jobs, to determine the number and starting times of shifts and the number of persons actively employed in the bargaining unit, issue rules and regulations and dress codes not inconsistent with the provisions for this Agreement and to require employees to observe those rules and regulations and dress codes. The Employer shall provide and maintain uniforms as long as they are turned in, in proper cycle.

Section 3: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### Article 13 Seniority

Section 1: Seniority of regular employees shall commence as of the date they accepted regular employment. Regular employees with sixty (60) days or more of service will have seniority over all casual employees.

Section 2: The Company and the Union accept the principle of employee seniority but agree that efficiency and other qualifications shall be equal factors. Seniority shall be determined by length of continuous employment with the Company and subject to said other factors shall prevail in the making of layoffs and promotions.

Section 3: All vacant positions except that of working foremen shall be posted by the Employer for bid.

Section 3b: Any employee successful in the bidding of a job shall not be permitted to bid on any other job for a period of six (6) months. All bids shall be posted for a period of two (2) full working days, not over three (3) changes shall be allowed on any one bid.

Section 4: Any employee being accepted by the Company for a management position, shall have six (6) months to qualify on the new job. Should he / she not qualify, he / she will have the right to return to his / her prior position. The employee will be covered with a six-month leave of absence approved by the Company and the Local Union.



**Article 14**  
**Wages**

Section 1: Employees hired after the effective date of this Agreement, shall be paid according to the following schedule: Current employees will receive the rates below:

Classification	Effective Date			
	09/01/20015	09/01/2016	09/01/2017	09/01/2018
Drivers (10-wheel)	T.B.D.	T.B.D.	T.B.D.	T.B.D.
Working Foreman	T.B.D.	T.B.D.	T.B.D.	T.B.D.

**Working Foremen**

Section 1a: In addition, employees on overnight trips shall be reimbursed for, in accordance with the terms of this Agreement, clean comfortable, sanitary lodgings, plus the usual breakfast and evening meal allowance. The Employer will pay for lunch on one day trips, if the employee does not return back by 6:00 p.m.

Section 2: The guaranteed work week for all regular employees covered by this contract shall be forty-two and one half (42 ½) hours, but will receive pay for forty-six and one half (46 ½) hours. Employees will be required to work Saturday (a.m.) morning in rotation to qualify for the forty-six and one half (46 ½) hours per week. Work interruptions due to acts of God will release the Employer from the guarantee. There will be no pyramiding of overtime due to any daily and weekly overtime work.

Section 2a: Any regular employee who works less than forty (40) hours in any one week due to legitimate sickness or injury shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours per day.

Section 2b: A casual employee is one who has completed their probationary period and are covered by all the terms of this Agreement except the guaranteed work-week, then he / she will receive twenty-five cents (\$0.25) per hour every third month until his / her first anniversary at which time shall be receiving the prevailing rate.

Section 3: Employees who are receiving rates of pay in excess of those agreed upon in this Agreement shall not have their pay reduced by reason of its adoption.

Section 4: All wages shall be paid weekly on a regular assigned day.

Section 5: All employees covered by this Agreement shall be paid for all time required by the Employer to be spent in the service of the Employer in legal proceedings. Rates of pay provided for by this Agreement shall be minimums.

Section 6: Employees starting times may be changed from time to time as the nature of the Employer's business requires. At least one weeks notice will be given to an employee when his schedule work week starting times are to be changed.

Section 7: Any employee ordered to and reporting for work on a scheduled day off, or at a time outside of his assigned tour of duty, when such work is not continuous with his tour of duty, shall be guaranteed four (4) hours work or pay in lieu thereof.

Section 8: The Employer agrees to pay for all and any required D.O.T. physicals.

Section 9: Nothing contained in this Agreement shall be construed to take away from any employee or reduce any wages, benefits or conditions he or she has, which are either not covered in this Agreement or altered hereby. However, should the Employer determine it to be in the best interest of his business, nothing herein shall prevent the Employer from paying his employees wages or benefits over and above those contained herein.

#### **Article 15 Probationary Employees**

The Employer shall be allowed up to sixty (60) working days of employment to determine whether a new employee is competent or not, during which time an employee may be discharged with or without cause.

#### **Article 16 Lay-Off Notice**

Section 1: In case of a decrease in the work force, an employee may replace the junior employee having less seniority, provided the employee being laid off has the necessary qualifications to perform the work of the employee who is eligible to be replaced.

Section 2: When an employee is notified that he or she is to be paid off or bumped, he / she shall select his / her new position in twenty-four (24) hours.

Section 3: In case of lay-off of any employee employed sixty (60) working days or more, the Employer will give the employee and the Union one (1) weeks written notice of such lay-off or one (1) week's pay. Employees will give the Employer one (1) weeks' notice of their intention to resign or forfeit one (1) weeks vacation benefit.

**Article 17**  
**Sick Leave**

Section 1: Each regular employee actively on the Employer's payroll shall be entitled to five (5) days paid sick leave which may be taken only within the calendar year and shall be entitled to five (5) days paid sick leave each subsequent calendar year. The employee shall be entitled to regular work week (hours) each calendar year.

Section 2: Sick leave cannot be used to extend other paid leave benefits. Proof of illness can be required before payment is made.

**Article 18**  
**Leave of Absence**

1. Any full time employee who has completed one (1) year of service with the Company since his / her last date of hire may request a leave of absence, not exceeding six (6) months. If such leave is granted, the employee shall retain his / her seniority rating providing he / she does not work elsewhere.

**Article 19**  
**Vacations**

Section 1: An employee who qualifies under this section shall receive the following:

- After one (1) year of continuous service, one (1) week paid vacation.
- After two (2) years of continuous service, two (2) weeks of paid vacation.
- After eight (8) years of continuous service, three (3) weeks of paid vacation.
- After fourteen (14) years of continuous service, four (4) weeks of paid vacation.

Section 2: Employment will be broken by discharge for just cause, voluntary quitting, lay-off for a period of one year or more, or failure to call in a reason for absence from work of three consecutive scheduled work days.

Section 3: Laid off employees recalled to work within one (1) year qualifying for a vacation, shall be given credit for time worked prior to their lay-off for the sole purpose of determining of whether they will receive one, two, three, four weeks vacation.

Section 4: Employees with one year or more service as of January first of each year, shall be entitled to a vacation in that calendar year, provided they have actually worked one hundred thirty (130) days in the previous calendar year. Those working less than one hundred and thirty (130) days in the previous calendar year shall be entitled to a pro-rata vacation based on one-twelfth (1/12) of his normal vacation for each twenty-one (21) days worked in the previous calendar year.

It is understood that new employees are not entitled to any vacation until they have completed one year of employment.

Section 5: The vacation period shall be from January 1 to December 31, but the preferred period shall be from May 1 to December 31; vacation pay shall be paid to all employees at the time they commence their vacation. The skill needs of the Company and seniority shall be considered when selecting vacation periods.

Section 6: An employee who has completed his first full year shall receive a pro-rata vacation pay upon entering military service.

Section 7: When a scheduled paid holiday falls within an employee's vacation period, such employee shall at the option of the Company, be given an additional day of paid vacation or an additional eight (8) hours' pay.

Section 8: Vacations and holidays, as well as an injury covered by Workmen's Compensation Law, shall count as time worked for the purpose of qualifying for vacation.

### **Article 20 Holidays**

Section 1: The following holidays shall be recognized as paid holidays for all employees who have completed thirty (30) days of employment and who worked their scheduled work days immediately before and after the holiday, and are not on leave of absence:

**New Years Day  
Memorial Day  
Independence Day**

**Labor Day  
Thanksgiving Day  
Christmas Day**

**Three (3) Personal Days**

Section 2: If any holiday falls on Sunday, the Company will celebrate such holiday on the following Monday.

Section 3: Holiday pay shall be eight and one half (8 ½) hours pay at the employee's regular rate. Where an employee has been temporarily transferred to a higher paid work classification prior to any holiday listed in Section 1 of this article, such employee shall receive holiday pay at the hourly rate of pay such employee received for sixteen (16) or more working days during the thirty (30) working days immediately preceding the holiday. When an employee performs work on a holiday, in addition to his holiday pay, he shall receive one and one-half (1 ½) times his straight time rate for all hours worked on the holiday. An employee ordered to report on a holiday shall be guaranteed four (4) hours work.

Section 4: An otherwise qualified employee who was laid off will be qualified for holiday pay for any holiday falling within seven (7) calendar days of the date of layoff.

Section 5: The scheduling of the personal holiday shall be subject to the following conditions:

- a) A Personal Holiday cannot be scheduled during an inventory period or on a work day which immediately precedes a week-end, a vacation, an inventory period, or any of the holidays set forth in Section 1 of this article.
- b) Not more than ten (10%) percent, but not-to-exceed two (2) employees of the employees in any one classification shall be permitted to schedule a personal day on the same day.
- c) Employees must schedule a personal day at least three (3) days in advance of the day on which they intend their Personal Holiday. Notwithstanding adequate notice by the employees, if extraordinary work situations require same, the Company shall have the right to postpone an employees' personal day.

## **Article 21 Grievance and Arbitration**

Section 1: Any and all disputes, complaints, controversies, claims or grievances whatsoever between the Union or any employees and the Employer which arise under, out of, or in connection with, or are in any manner related to this Agreement, or the breach thereof, shall be adjusted as follows:

- a) The employee involved and / or the Shop Steward shall discuss the grievance with his immediate foreman within forty-eight (48) hours after the grievance arises excluding non-work days, or forty-eight (48) hours after the grievance became known or should have become known, whichever occurred first.
- b) If not settled under Step (a) within three (3) working days after it arises, the grievance shall be immediately reduced to writing and taken up between the Business Representative and a Representative of Management within five (5) working days.
- c) Grievances shall not be processed during working periods, except by mutual consent of the parties.

Section 2:

- a) The Employer shall not discharge, suspend, or otherwise discipline any employee who has completed his probationary period without just cause. In the event a grievance, as defined herein, is lodged which cannot be resolved satisfactorily through the grievance procedure set out in Section 1 above, either party shall have the right to request arbitration by notice to the other in writing within thirty (30) days after the grievance arises.
- b) If the Union and the Employer are unable to agree upon the selection of an impartial arbitrator within seven (7) days, either may request in writing the American Arbitration Association to appoint an arbitrator and conduct an arbitration proceeding in accordance with its rules. A decision of the arbitrator not inconsistent with the terms of this agreement shall be final and binding upon the Employer, the Union and the employee(s).

- c) The arbitrator shall not have the authority to amend, modify or any manner change this agreement or establish any terms or conditions under this agreement.
- d) The grieving party's failure to comply with any of the time provisions contained herein shall render a grievance untimely.
- e) Stewards and alternates shall be permitted to investigate, present and process grievances upon the property of the Employer, without loss of time or pay, so long as such period does not exceed fifteen (15) minutes a day, in any single day, unless extended by mutual agreement with the Union and the Employer.

## **Article 22 Union Steward**

Section 1: The Employer recognizes the right of the Union to designate one member of the bargaining unit who has been employed by the Employer for at least the probationary period, as Shop Steward, provided that the duties of Shop Steward shall not conflict with the employment duties of such person or of the other employees. The authority of the Shop Steward shall be limited to, and shall not exceed, the investigation and presentation of grievances in accordance with the provisions of this Agreement. The Employer may require an employee to choose between being a Shop Steward and being a lead person.

Section 2: The Shop Steward shall be permitted reasonable time to investigate, present and process grievances hereunder off the property of the Employer, without being paid for time so spent. The Employer shall have no duty to notify, discuss or consult with or get the approval of any Union official including the Shop Steward before taking any supervisory or other action within its retained management rights. The Shop Steward shall be subject to all the terms of this Agreement the same as other employees.

Section 3: The Employer will provide a bulletin board space where the Union may post notices of the Union recreational and social affairs, elections, union meetings, for the information of the employee members therein, subject to the Employer's approval, which shall not be unreasonably withheld. Neither the Union or its members will engage in union activities not permitted under this contract on employer's time or on employer property. The Union agrees to waive any outstanding grievances, the cause of which occurred before the effective date of this Agreement.

## **Article 23 Miscellaneous Working Conditions and Definitions**

- 1. Any official of the Union shall be permitted to check the due cards, pay or time cards of any employee covered by this Agreement, whether he is on duty or not.
- 2. The Employer shall not ask or require members of the Local to enter into any agreement in conflict with this agreement.

**Article 24**  
**Employee Benefits Contribution Termination**

All contributions by the Employer for employee benefits shall cease when the employee, for any reason, discontinues work with the Company

**Article 25**  
**Time Off To Vote**

All employees shall be entitled to time off with pay to vote on Election Day as provided by law.

**Article 26**  
**Safety Appliances on Vehicles**

The Employer shall not require members of the Local to operate on any street or highway any vehicle not equipped with the safety appliances required by law, nor any vehicle not in safe operating condition.

**Article 27**  
**Most Effective Use of Employees**

The Company shall have the right to schedule the hours and days of its employees' work week so as to insure the most effective use of its employees except as otherwise provided in this contract.

**Article 28**  
**To Further Interest of Employer**

The Local, as well as the employee members thereof, agree at all times as fully as it be in their power to further the interest of said industry and of the employer.

**Article 29**  
**Severability & Interpretation**

Section 1: If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation or government regulations or order or by decree of a court of competent jurisdiction, the invalidation of such party of this Agreement shall not affect or invalidate any of the remaining parts hereof, and the same shall continue in full force and effect.

The index and headings herein are intended only as descriptive aids and shall not be interpreted to restrict or modify in any way the provisions to which they refer. All personal pronouns used herein in reference to employees shall be construed to include the masculine and feminine gender and also both plural and singular, where applicable. This Agreement shall be governed by and construed under the Law of the State of New York.

**Article 30  
Health and Hospital**

The Employer shall continue and maintain participation in the New York State Teamsters Council Health & Hospital Fund Plans at no cost to the employees.

**Article 31  
Supervisors**

Section 1: Supervisors will be permitted to do bargaining unit work when employees are absent, to train employees, and in emergencies.

**Article 32  
Drug and Alcohol Policy**

Both parties agree to meet and negotiate over the impact on employees by the DOT / CDL license required testing.

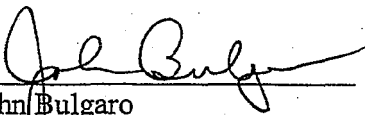
**Article 33  
Termination of Agreement**

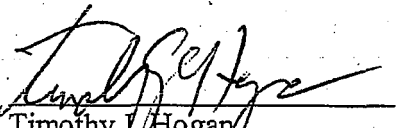
This Agreement shall continue in full force and effect from the 1st day of September 2015 to and including the 31<sup>st</sup> day of August, 2018 and thereafter from year to year unless altered or terminated after the said three year period or any aggregated period thereafter at the option of either party by giving a sixty (60) day notice in writing to the other party prior to any such termination date.

**IT IS MUTUALLY AGREED**

**FOR THE UNION**

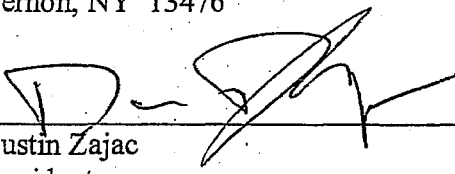
**Teamster Union, Local #294**  
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Utica, NY 13502

  
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John Bulgaro  
President/PEO

  
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Timothy J. Hogan  
Asst. to President/Field Representative

**FOR THE EMPLOYER**

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\_\_\_\_\_  
Dustin Zajac  
President



