

**AGREEMENT**

THIS AGREEMENT entered into this First day of November, 2009 by and between The Millard Group, Inc., hereinafter referred to as the Employer and Service Employees' International Union, Local 199, representing all employees coming under the jurisdiction of the aforementioned International Union.

**ARTICLE I**

**UNION RECOGNITION**

**SECTION 1.** The Employer recognizes the Union as the sole collective bargaining agent that deals with hours, wages and working conditions for employees coming under the jurisdiction of the Service Employees International Union, but only for those employees who work at the following locations serviced by the Employer:

John Deere and Company Product Development at Silvis, Illinois

**SECTION 2.** The bargaining unit shall exclude all supervisory employees as defined in the Labor Management Act of 1947. Foremen, Foreladies or supervisory personnel shall act in a supervisory capacity only, and shall not perform any work of the bargaining unit, except in cases of emergency such as absenteeism and only then after a reasonable effort has been made to contact an employee on the extra list.

**ARTICLE II**

**MANAGEMENT RIGHTS**

**SECTION 1.** The management and the direction of the working force, including the right to establish rules and regulations, hire, promote, or discharge for cause shall be vested exclusively in the Employer, provided such action by the Employer is in accordance with the terms and conditions of this Agreement and is not used for the purpose of discrimination against any member of members of the Union.

**ARTICLE III**

**INTENT AND PURPOSE**

**SECTION 1.** The Employer and the Union each represent that the purpose and intent of this agreement. is to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the

Union and the Employer to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

#### **ARTICLE IV**

##### **NON-DISCRIMINATION**

**SECTION 1.** Neither the Employer, the Union or fellow employees shall discriminate against any individual because of his race, age, religion, sex, color, ancestry or national origin with respect to opportunity for or tenure of employment or any other right benefit, duty or obligation created and/or protected by the provisions of this Agreement.

**SECTION 2.** The Masculine pronoun wherever used shall include feminine, unless the context indicates otherwise.

#### **ARTICLE V**

##### **UNION SHOP**

**SECTION 1.** It shall be 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 member in good standing and those who are not members on the date on which this Agreement is signed on the sixty-first (61st) day following the date on which this agreement is signed become and remain members in good standing n the Union. It shall also be a condition of employment that all employees covered by the Agreement and hired on or after the date on which this Agreement is signed, shall, on the sixty-first (61st) day following the beginning of such employment become and remain member in good standing in the Union.

#### **ARTICLE VI**

##### **CHECK - OFF DEDUCTIONS**

**SECTION 1.** On the first pay day of each month the Company shall deduct from the pay of members of the Union their Union dues, and initiation fee. The deduction of initiation fees and union dues shall start with the month after the employee has completed his probationary period. No deductions from the employee's pay for either union dues of initiation fees shall be made by the Company without the employee's confirmation in writing to the Company through the union of such employee's membership in the Union and acceptance of the check-off provision. Such duly executed authorization shall continue in effect throughout the employee's period of service with the company.

**SECTION 2.** All union dues and initiation fees deducted by the Company under the provisions of this Agreement shall be remitted by the 20th of each month to the financial secretary-treasurer of the Local Union, whose name shall be placed on file with the Company by the Union in writing.

## **ARTICLE VII**

### **TRAVEL TIME**

**SECTION 1.** When employees are required during their normal work day to travel from one job to another, the employee shall be paid from the time of reporting at their first job to the completion of the night's work.

**SECTION 2.** Employees required to use their own automobile traveling from job to job shall receive travel pay in addition to their pay for the day worked. There will be an adjustment made every contract year to conform to the Government rate on each June 1st anniversary. The Company shall furnish a travel voucher signed by the employee and employer with a duplicate copy to the employee.

**SECTION 3.** No employee shall be called to work and work a shift of less than two consecutive hours, unless such employee cannot work the full shift of at least two hours due to illness, attendance of school, or completion of his day's work on any regular full time job, employee called to work and who does not receive at least two consecutive hours work, through no fault of the employee, shall be paid for two hours at a straight time hourly rate in lieu of such work. This period shall start at the time the employee is scheduled to report for work on that day.

## **ARTICLE VIII**

### **UNIFORMS**

**SECTION 1.** All employees must report to work neat and clean. Slack suits with long jackets shall be optional attire for employee.

**SECTION 2.** Where company requires a uniform, uniforms, will be furnished by the Company as needed, not to exceed three (3) uniforms per calendar year, unless, in the judgment of the Company, more than three (3) uniforms per calendar year would be required.

## ARTICLE IX

### DISMISSAL

**SECTION 1.** No employee shall be discharged from employment by the Employer for reason of his activity in the Union, or by his furnishing the Union or its members with any information regarding working conditions in or around his place of employment.

**SECTION 2.** It is agreed that the Union shall be furnished with any pertinent information requested for the study and processing of grievances.

**SECTION 3.** A grievance involving the discharge of an employee must be submitted by the employee or his union representative to the district representative of the Employer not later than three (3) working days from the date the employee was notified of his discharge, whichever is later.

## ARTICLE X

### GRIEVANCE PROCEDURE AND ARBITRATION

**SECTION 1.** Should differences arise between the Company and the Union as to the meaning of or application of provisions of the Agreement, such grievances shall be settled in the following manner and order:

- (a) The aggrieved employee or employees shall confer with the Steward at their job site, who shall reduce the grievance to writing at no cost to the employer.
- (b) The Steward shall contact the Secretary-Treasurer and Business Manager of the Local Union to inform him of the grievance with four (4) working days from the date of said grievance.
- (c) The Secretary-Treasurer and Business Manager or his deputy will meet with the District Representative of the Company or his deputy to satisfactorily work out a settlement. The aggrieved employee may be called in at this point of the grievance, if a satisfactory settlement is not obtained in this manner within seven (7) days from step (b).
- (d) In the event the grievance is not settled in Steps (a), (b), (c), either the Union or the Employer may, within ten (10) calendar days serve upon the other party a written demand for arbitration, stating the issue to be arbitrated. Within five (5) calendar days, parties seeking arbitration will request the Federal Mediation and Conciliation Service to submit a list of not than five (5) disinterested persons who are qualified and willing to act as less impartial arbitrators. Upon request of this list, an authorized representative of the Union and of the Employer shall flip a coin to determine who shall have first choice to strike one name each until only one (1) name remains. The person whose name remains shall be

chosen as impartial arbitrator to resolve the issue. The time limits referred to herein shall not apply in the cases as outlined in Article XL.

The Executive Board of the Union shall have the final authority in presenting, processing and adjusting Union grievances, difficulties or disputes arising under this Agreement in any step of the grievance procedure and the Union may, by action of its Executive Board decline to process any grievance, complaint, difficulties, or disputes if in the judgment of the Union Executive Board such grievance or dispute lacks merit or is justifiable under the terms of this Agreement or has been adjusted or justifiable under the terms of this Agreement to the satisfaction of the Union Executive Board.

- (e) The fee and expense of the member of the Federal Mediation and Conciliation Service shall be shared equally by the parties and whatever other expenses, exclusive of legal fees, that are involved in the arbitration shall be shared equally by the parties.
- (f) The Steward shall be allowed to leave his work for the purpose of handling a discharge grievance without any loss of pay after notifying his immediate supervisor and only on the premises. The time shall not exceed one half hour.
- (g) The arbitrator may interpret the agreement and apply it to the particular case presented to him, but he shall, however, have no authority to add, subtract from, or in any way to change or modify the terms of this Agreement or any Agreements made supplementary hereto. The decision of the arbitrator shall be final and binding to both parties.
- (h) Grievances concerning monies must be presented within four-teen (14) Working days after such has happened. If grievances are not presented within these time limits, they will not be considered or discussed.

## ARTICLE XL

### SENIORITY

**SECTION 1.** Seniority shall be continuous from the first day of hire. However, all new employees, full or part-time shall have a probationary period of ninety (90) calendar days, after which they will be placed on their seniority list, and their seniority shall date back from the date of hire. There shall be separate seniority lists for full time and part-time. Part-time employees acquire no full time seniority rights until they are granted full time employment. Seniority lists shall be furnished the Union every six (6) months.

- (a) Employees shall not gain any seniority time during their probationary period insofar as sickness or accidents are concerned.
- (b) Employees working thirty-five (35) hours or more per week shall be classed as full time employees.

**SECTION 2.** There shall be no responsibility for re-employment of probationary employees if they are discharged or laid off during the first ninety (90) days of employment.

**SECTION 3.** In the event of a lay-off the least senior part-time employees shall be laid-off before full time employee would be laid-off. If there is to be a lay-off of a full time employee as per Article XI, Section 7, in recalling employees from lay-off, the most senior full time employee shall be recalled and then the most senior part-time employee as per each job site.

**SECTION 4.** An employee who is unjustly laid-off shall receive back pay for the period of time during which he was unjustly on lay-off less the amount received for unemployment compensation; provided the Company is notified of the alleged error within ten (10) working days after the day the lay-off list is mailed to the Union.

**SECTION 5.** An employee who is available for work and is not recalled in line with his seniority shall receive back pay for the period during which he was unjustly on lay-off, provided the Company is notified of the error within ten (10) working days after the date the employee should have been recalled.

**SECTION 6.** It shall be the responsibility of the employees to keep their addresses and phone number current with their employer. Failure to do so will cause employee's W-2 form from being properly completed and delay employee from receiving such form for income tax purposes.

**SECTION 7.** Seniority will only prevail on each job site, if the Employer at his option, assigns an employee to another job site, said employee's seniority relative to the first job site will prevail provided there was no overt action on the part of the employee which caused the removal of the employee from this job site or their removal was not based upon cancellation of this job site or their removal was not based upon cancellation of the job contract. The employee shall lose his seniority relative to the job site from which he was assigned after a period of one (1) year, but he shall begin to accumulate seniority on the new job site from the date of his being assigned. Whenever a permanent job opening occurs at a job Site, the most senior qualified employees shall have the first opportunity to fill it providing they are qualified.

As soon as the employer is notified that a job site is to be closed down, he will notify the Union and arrange for a meeting to discuss the employee at this job site. It will be decided by the Owners and the Union what action will be taken to help protect the seniority and job security of the employees.

**SECTION 8.** An employee shall lose his seniority and be terminated if:

- (a) He quits.
- (b) He is discharged for cause.
- (c) He is absent for three (3) consecutive days without notifying Company's District Representative, or his deputy.
- (d) He fails to return from lay-off within three (3) working days from the date he was sent a mailgram by the Company.

- (e) He fails to return from vacation or leave of absence upon termination of such vacation or leave of absence without prior notification to the District Representative of the Employer or his Deputy.
- (f) He is on lay-off for six (6) consecutive months.
- (g) Employees discussing matters of their employment with non-management customer employees on their job premises shall make them subject to ten (10) working days off without pay. The second offense will subject them to instant dismissal. Employees discussing matter of their employment with customer management employees on their job premises shall make them subject to instant dismissal.

**SECTION 9.** In the event of illness or accident arising from within or without the course of employment, the employee shall his or her recovery be reinstated on his job with no loss of seniority provided employee is absent no longer than one (1) year, supported by medical evidence, and absence may be extended by mutual agreement between Employer and the Union.

The Employer shall make all job transfers within a building on a seniority basis, whenever qualified employees are available within that building.

Whenever a permanent job opening occurs at a ~ job site, the employee with the most job seniority shall be placed on the job within five (5) working days, providing they are qualified.

**SECTION 10.** When two (2) or more employees are hired on the same day, it shall be decided as to who is laid off by virtue of the time of submission of their employment application. The Union office will be notified by the Company after their probation period as to who is the most senior and so on down the line.

**ARTICLE XII**

**LEAVE OF ABSENCE—TYPES**

**SECTION 1.** A leave of absence will be granted for the following reasons:

**PREGNANCY**

- (a) A leave of absence is granted if necessary to an employee who is pregnant. The leave must be taken and ended when disability and its continuance are affirmed by medical evidence acceptable to the Company.
- (b) In the event of a miscarriage or stillbirth, when an employee is on pregnancy leave, she shall be permitted to return to work when physically qualified.

**SICKNESS – INJURY**

- (c) Leave of absence for sickness of non-occupational injury not to exceed one (1) year will be granted to employees who have been employed at least ninety (90) days upon written request to the Employer. Supported by medical evidence and be extended by mutual agreement between the Employer and the Union.

When an employee is hurt on the job or off work due to illness, it is their responsibility to call their supervisor on a weekly basis, (each Friday) to inform the Company of their health status, when they will return to work.

**MILITARY - PERSONAL**

- (d) A military leave of absence will be granted to an employee for military reserve duty for National, State or Local emergency.
- (e) A leave of absence will be granted by the Employer for a period not to exceed two (2) consecutive weeks, on any one (1) calendar year, to a full time employee with one (1) year of service or more for unusual or hardship cases.

**UNION GRIEVANCES - NEGOTIATIONS**

**SECTION 2.** It is agreed that members of the Union shall be given time off without pay, in order to take care of business transactions of the Union, such as conventions and negotiations. The Union members shall not exceed three (3) for contract negotiations.

**SECTION 3.** During all such leave of absence provided for in Article XII seniority shall continue to accumulate and accrue. By agreement between the Employer and the Union, employment of any employee on such leave of absence shall be terminated.

**SECTION 2.** It is agreed that members of the Union shall be given time off without pay, in order to take care of business transactions of the Union, such as conventions and negotiations. The union members shall not exceed three (3) for contract negotiations.

**SECTION 3.** During all such leaves of absence provided for in Article XII seniority shall continue to accumulate and accrue. By agreement between the Employer and the Union, employment of any employee on such leave of absence shall be terminated.

**JURY DUTY**

**SECTION 4.** An employee who has been called to serve will be given time off from the employer with pay at his or her hourly rate, with no loss of his or her seniority, vacation time, or personal days; provided, however, that such employee shall pay over to the employer all compensation and travel pay received by him or her on account of such jury service.

## ARTICLE XIII

### HOLIDAYS

**SECTION 1.** Any employee who has finished his ninety (90) calendar days of employment shall be paid for at their affixed number of hours normally worked for- the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and any additional holidays observed by the Employer's customer.

**SECTION 2.** In addition to the above holidays, all employees will be given two (2) personal holidays. New employees must work six (6) months to qualify for two (2) personal holidays. Personal holiday pay shall be based on the employee's regularly scheduled workday, at his applicable hourly rate. Personal holidays shall not be taken the week before or the week after a holiday, or the week before or the week after their vacation. The employee shall notify manager ten (10) working day or more in advance. The employer shall not question the employee why he wants his personal time off. If the employee asks for the time off less than ten (10) working days in advance of taking the time off it is at the discretion of the Employer.

**SECTION 3.** Holidays worked shall be paid for at one and one-half (PA) times the employees hourly rate of pay, in addition to the holiday pay.

**SECTION 4.** If a holiday falls during the work week of Monday through Friday, and work is performed on Saturday, Saturday work is to paid for at time and one-half (1½) providing the employees work all scheduled hours during the work week.

**SECTION 5.** Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be paid for at straight time pay for employees seven (7) or eight (8) hour day full time employees. Part-time employees shall be paid the hours they would have normally worked on that day.

**SECTION 6.** Holiday pay shall be based on the employees regularly scheduled work day at his applicable hourly rate.

**SECTION 7.** To be eligible for holiday pay, an employee must work his last scheduled work day before the holiday, and his first scheduled work clay after- the holiday.

**SECTION 8.** Effective June 1, 1979, after two (2) years of consecutive service all employees shall have their birthday off with pay as a holiday. Employees birthday shall be observed on a day of the work week in which the employee's birthday occurs or- on a day of the following work week with ten (10) working days notice in advance of their taking this day off

**ARTICLE XIV**

**VACATIONS**

**VACATIONS - FULL TIME - ONE WEEK**

**SECTION 1.**

- (a) Any full time employee who has been on the payroll of the Employer for one (1) anniversary year shall be entitled to one (1) week's vacation with pay.

**TWO (2) WEEKS**

- (b) After two (2) anniversary years of service any full time employee shall be entitled to two (2) weeks vacation with pay.

**THREE (3) WEEKS**

- (c) After seven (7) anniversary years of service on the payroll of the Employer, all full time employees shall be entitled to three (3) weeks vacation with pay.

**FOUR (4) WEEKS**

- (d) Effective June 1, 1979 after sixteen (16) anniversary years of service on the payroll of the employer, all full time employees shall be entitled to four (4) weeks vacation with pay.

Every reasonable effort will be made to permit each employee to take their vacation at the time of the year they desire. However, final allocations of vacation periods is left to the Company in order to assure orderly operation of the work

**VACATION WEEK**

**SEVEN (7) CONSECUTIVE DAYS**

- (e) For the purpose of this Section, a weeks vacation shall mean seven (7) consecutive calendar days beginning at 12:01am on Monday and ending at midnight the following Sunday, unless otherwise mutually agreed upon by the employer, the employee and the Union.

**DEFINITION ANNIVERSARY YEARS**

- (f) Anniversary years of service shall mean consecutive service with the employer, except as provided in Section 2 of this Article.

**SECTION 2.** (a) In considering continuity of service, absence from work, for full time employees, for a total of thirty-five (35) regular schedule work days due to sickness or excused

absence or observing a legitimate local union picket line during any one (1) anniversary year shall be considered a break in service, but will affect only the particular service year in which the break occurred. In case of injury, while in the service of the Employer, an employee may absent himself from work up to six (6) months, based on medical proof, which will only be construed as a break in service for the particular vacation year or years affected. In considering continuity service for vacation purposes, absence from work, for full-time or part-time employees will be determined in the following manner. Anniversary date of employee used for taking a vacation shall be set forward one (1) day for each day of absence taken by the employee thereby postponing his vacation time.

**SECTION 2.** (b) Part-time employees averaging at least twenty (20) hours of work per week to be worked in five (5) consecutive days shall receive a prorated vacation on the basis of the average number of hours worked per week during their anniversary year of employment.

**SECTION 3.** It is clearly understood that no employee shall be called back to work during his vacation period with the understanding that he can take the rest of the time off due him at some later date, without mutual agreement between the Union, the Employer and the employee.

**SECTION 4.** Full time employees with the most company seniority shall be given preference on vacation absence dates. A vacation list shall be posted March 1st through March 30th on each calendar year. Those employees who do not state their vacation dates on the posted vacation notice shall take their vacation at the discretion of the Employer.

**SECTION 5.** Employees shall be paid their vacation pay at the time they absent themselves for vacation at the applicable hourly rate of their anniversary date of employment.

**SECTION 6.** Any employee who has earned his vacation before he has been given the opportunity to take said vacation and leaves the employ of the Employer for any reason, shall be paid his vacation pay together with any other wages due upon leaving.

**NO PAY IN LIEU OF VACATION**

**SECTION 7.** Employee shall not be given pay in lieu of a vacation absence, unless mutually agreed upon between the Employer, the employee and the Union.

**NO ACCUMULATION**

**SECTION 8.** The vacation must be taken and completed no later than twelve (12) months after the close of the period it was earned.

**VACATION TO BENEFICIARY**

**SECTION 9.** In the event of a termination in service due to death, provided that at the time of death of such employee he had earned a vacation that had not been granted, payment in the amount equal to that which would have been paid the employee for such vacation shall be made to the beneficiary or estate of the employee.

**SECTION 10.** Vacation pay will be computed in accordance with past practice but in no case shall full time employees receive less than the regularly scheduled work weeks for each week of vacation.

**SECTION 11.** If a vacation is taken during a week in which one of the above specified holidays occur, the employee will be granted an additional day of vacation.

**ARTICLE XV**

**FUNERAL LEAVE PAY**

**SECTION 1.** Employees shall be allowed three (3) work days off with pay at their rate because of a death in their immediate family. The immediate family shall be husband, wife, son, daughter, mother, father, sister, brother, provided the employee attends the funeral. Employees shall be allowed two (2) work days off with pay at their hourly rate because of the death of the following family members: Mother-in-law, father-in-law, grandparents, grandchildren, provided employee attends the funeral. Employees shall be allowed one (1) work day off with pay at their hourly rate because of a death of the following family members:

Daughter-in-law, son-in-law, brother-in-law, sister-in-law, any person living in the immediate household, provided the employees attends the funeral.

**SECTION 2.** The funeral leave shall start the day the employee is notified of the death. If the employee is at work he or she shall be allowed to leave his or her job, and such work time left on his or her shift shall count towards the funeral leave pay.

**ARTICLE XVI**

**EMPLOYEE REFERRAL**

**SECTION 1.** It is agreed that when in need of help, the Employer will call the Union Office agrees to use its best efforts to provide employees as requested by the Employer.

**ARTICLE XVII**

**MAINTENANCE OF STANDARDS**

**SECTION 1.** No present employee who is on the payroll at the signing of this Agreement shall have his present basic wages reduced to comply with the wage of this Agreement, and neither shall the hours of his basic work week be lengthened or any work condition, holiday, or vacation privilege he is presently receiving, that is more lenient than contained in this Agreement, be taken from him by the signing of this Agreement. The one

exception to this clause is in regard to the 30 minute lunch period, which until June 30, 2000 had been paid and which will no longer be paid.

### **ARTICLE XVIII**

#### **PICKET LINE CLAUSE**

**SECTION 1.** It shall not be a violation of this Agreement for persons covered hereunder to refuse to cross a picket line in any instance where said picket line has been officially recognized or authorized by the President of the Building Service Employees International Union, and where the picket line is established for a legal purpose and is not contrary to or in violation of any federal or state constituted laws or the laws of the state in which the picket line is established. Before official recognition is given to any picket line, such action shall be discussed with the Employer or District Representative.

### **ARTICLE XIX**

#### **WARNING NOTICES - EMPLOYEE - UNTON**

**SECTION 1.** The Union agrees to cooperate in correcting an employee's job performances, absenteeism, or being tardy, which otherwise may necessitate discharge. The Employer shall issue a written warning to an employee with a copy to the Union before disciplinary action is taken. Warning notices shall become null and void twenty-four (24) months from date of issue.

### **ARTICLE XX**

#### **SUCCESSORS AND ASSIGNS CLAUSE**

**SECTION 1.** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation is sold, leased, transferred, or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings such operations shall be continued subject to the terms and condition of this Agreement for the life thereof

### **ARTICLE XXI**

#### **INSURANCE**

**SECTION 1.** The employer shall provide health care and dental insurance. Details including deductible and employee contribution may be adjusted annually. Carrier to be a reputable carrier.

**SECTION 2.** Insurance shall be kept in force for eligible employees when such employees are on medical leave for a period not to exceed six (6) months from the last day at work before the start of such leave. In the event such leave continues beyond the six (6) month period, the employee will pay the amount of the current monthly premium, by check, to the Company in exchange for continued coverage.

Employees discharged or laid off for lack of work (not including work unavailable because of a strike) or who voluntarily terminate their employment will be eligible for continued medical coverage as provided under the COBRA regulations then in force, upon payment to the Company of the current premium determined for COBRA purposes.

## ARTICLE XXII

### HOURS OF WORK AND WAGES

**SECTION 1.** All full time employees shall work at least thirty-five (35) hours in a work week, Monday through Friday. All work performed over forty (40) hours shall be paid at one and one-half (1 1/2) times the employees' hourly rate. Employees working on a Sunday shall be paid at time and one-half (1 1/2), weekly, Sunday and holiday overtime shall not be pyramided.

**SECTION 2.** The Employees will receive 1/2 hour unpaid lunch.

**SECTION 3.** There shall be no split shifts.

**SECTION 4.** Overtime shall be allocated on the basis of going down the seniority list of each job site separately; an employee refusing overtime shall be charged with overtime worked for the purpose of equaling overtime. An employee refusing to work overtime or not reporting for overtime work after being scheduled on two (2) successive occasions, shall not be asked a third or fourth time, which shall serve as a penalty.

**SECTION 5.** Employees shall be paid every other Friday of each month.

**SECTION 7.** Upon request to the employer, there shall be a seniority list made available to the union of all overtime hours worked during each calendar quarter

**SECTION 8.** (a) The hourly rate for summer help (vacation relief) shall be \$7~ per hour for the life of this Agreement. The summer help shall not be subjected to their joining the Local Union #199. After October 1st of any year, if the summer help is still on the payroll, they shall become a union member and receive the full benefits of the Union Contract.

**WAGES**

Employees working as of November 1st, 2009 shall be paid at the rate of \$9.00 per hour or at the rate of Illinois State Minimum Hourly Wage plus \$0.25, whichever is higher.


Employees hired after November 1st, 2009 shall be paid at the rate of Illinois State Minimum Hourly Wage plus \$0.25.

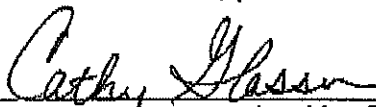
**TERM AND EXPIRATION OF AGREEMENT**

This Agreement shall take effect November 1st, 2009 and shall remain in full force and effect until October 31, 2012

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 199, NEGOTIATING COMMITTEE, 2009

\_\_\_\_\_  
By Roy Willet, Segment President

  
\_\_\_\_\_  
By Devin Mehaffey, Union Representative

  
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By Cathy Glasson, President Local 199

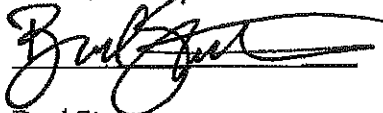
Employer:  
  
The Millard Group, Inc.

  
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Brad Statesman, Vice President, Commercial Division

**MEMORANDUM OF UNDERSTANDING**

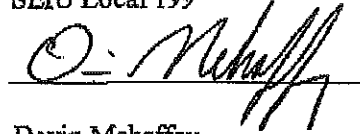
The Parties hereby execute a Memorandum of Understanding regarding Roy Willet, establishing his wage at \$11.25 per hour effective November 1, 2009 with respect to his employment at John Deere and Company Product Development at Silvis, Illinois.

Employer: The Millard Group



Brad Stutesman  
Vice President, Commercial Division

SEIU Local 199



Devin Mehaffey  
Union Representative