AGREEMENT

BETWEEN

TRUCK DRIVERS UNION, LOCAL #170

and

AGGREGATE INDUSTRIES (Ashland Quarry)

MARCH 1, 2014 – FEBRUARY 28, 2019

SECRETARY-TREASURER/PRINCIPAL OFFICER

MICHAEL P. HOGAN

BUSINESS AGENTS

JAMES R. FIORI

JAMES R. PETERS

EDWARD J. PELOQUIN

EDWARD J. ADLEY

SHANNON R. GEORGE

TABLE OF CONTENTS

	AGREEMENT	1
	PREAMBLE	1
ARTICLE 1	MANAGEMENT RIGHTS	1
ARTICLE 2	UNION RECOGNITION	2
ARTICLE 3	SCOPE OF AGREEMENT	2
ARTICLE 4	HIRING OF TRUCKS	4
ARTICLE 5	SEPARABILITY & SAVINGS CLAUSE	4
ARTICLE 6	CHECK-OFF	5
ARTICLE 7	CREDIT UNION	5
ARTICLE 8	LABOR DISPUTE	5
ARTICLE 9	VACATIONS	6
ARTICLE 10	EQUIPMENT	7
ARTICLE 11	STEWARDS	8
ARTICLE 12	HEALTH & WELFARE	9
ARTICLE 13	PENSION FUND	11
ARTICLE 14	GRIEVANCE PROCEDURE & ARBITRATION	14
ARTICLE 15	MERGER	15
ARTICLE 16	MISCELLANEOUS CONDITIONS	16
ARTICLE 17	WINTER EMPLOYMENT	17
ARTICLE 18	UNION RIGHTS	17
ARTICLE 19	SENIORITY	17
ARTICLE 20	DISCHARGE	20
ARTICLE 21	HOURS OF WORK AND OVERTIME	20
ARTICLE 22	HOLIDAYS	21
ARTICLE 23	WAGES	21
ARTICLE 24	EXCLUSIVE AGREEMENT	22
ARTICLE 25	STRIKES AND LOCKOUTS	23
ARTICLE 26	HEALTH, SAFETY & ENVIRONMENTAL POLICIES	23
ARTICLE 27	SUBSTANCE TESTING	24
ARTICLE 28	TERMINATION	27
ADDENDUM 1		28
ADDENDUM 2		29

AGREEMENT

THIS AGREEMENT made retroactive as of the **1st** day of **MARCH, 2014**, by and between **TRUCK DRIVERS UNION, LOCAL #170**, hereinafter referred to as the "Union", and **AGGREGATE INDUSTRIES (Ashland Quarry)**, located in Ashland, Massachusetts, hereinafter referred to as the "Employer".

PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between Employers and employees, to provide for the continuous employment of labor and to bring about stable conditions in the industry and to establish necessary procedures for the amicable adjustment of disputes, including wages, hours and working conditions, which may arise between the Employer and the employees.

This Agreement shall be binding upon the parties hereto, their successors, administrators, heirs, executors, assigns and legal representatives, including any and all riders agreed to, until terminated or amended as hereinafter provided.

At least sixty (60) days prior notice in writing shall be given to the Local Union of any sale or transfer of the Employer's operation.

ARTICLE 1
MANAGEMENT RIGHTS

1.1 It is understood that the Company shall have the exclusive control of the operation. Nothing in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of the management, including among other things, the direction of the working force; the establishment of methods of operation; the promotion and demotion of employees; the establishment of plans for increased efficiency; the adoption of standards of performance rate and quality; the right to hire, suspend, or discharge for just cause; the right to select or employ supervisory employees, including foreman and their assistants; the right to transfer or relieve from duty because of lack of work; the right to determine from time to time the number of hours worked per day and per week; the right to establish and enforce reasonable rules and regulations pertaining to personal conduct and deportment of employs. The Company agrees that these functions will be exercised in a manner not inconsistent with the provisions of this Agreement.

ARTICLE 2
UNION RECOGNITION

2.1 The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

2.2 The Company recognizes the Union as the sole and exclusive bargaining agent for its employees at the Ashland Plant in connection with the preparation and such other duties as may be incidental to its bituminous mix business. This Agreement shall also apply to all yard dump truck drivers, mechanics, loaders, plant operators and laborers, crane and bulldozer operators, specifically excluding from the unit, all other employees of the Employer, such as dispatchers of any kind, salespersons, scale operators, quality control supervisors, all office and clerical employees, guards, managerial personnel, professional and confidential employees, as provided in this Agreement.

2.3 This does not preclude the Employer from utilizing union employees in those excluded positions, while maintaining those jobs in a non-union status.

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

2.5 The Company will not be required to bring in employees to work in the event of subcontracting. Subcontracting will include but will not be limited to demolition, construction, erection, crane work, portable crushing, plumbing, electrical, landscaping, sewer & water, and any other specialty task. The bargaining unit shall remain responsible for product related to the direct quarrying of stone or batching of asphalt or recycling product at the permanent quarry/asphalt work site, and for the maintenance associated with the site as long as the project is not considered capex by the Company's standards.

ARTICLE 3
SCOPE OF AGREEMENT

3.1 This Agreement shall apply to all parties in connection with the preparation and manufacture of bituminous concrete mixes performed by the Employer. For

the purpose of this Agreement, production and manufacturing operation of the plant shall be the exclusive work of the members of the Teamsters Union, Local #170 including the hauling of Rap in the yard.

3.2 It is agreed that any and all work that may be part of the maintaining and running of the plant will be manned by employees of the Teamsters (Local 170

3.4 It is also the understanding that the Employer will not enter into any agreement or contract with his employees, individually or collectively, which will in any way conflict with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void. All present employees who are members of the Union on the effective day of this Agreement shall remain members of the Union in good standing as a condition of employment on a current basis.

3.5 All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the 60th day following the beginning of their employment or on and after the 60th day following the effective date of the Agreement, whichever is the later, except as otherwise provided by law. A member in good standing is one who is not in arrears in the payment of his initiation fee and dues to the Union on a current basis.

3.6 In accordance with the Constitution of the Union, Article X, section 5(c), all members paying dues to the Union must pay them on or before the last business day of the current month in advance. The Local Union shall notify the Employer when an employee is not in good standing in writing.

3.7 The failure of any employee covered by this Agreement to become a member of the Union at the required time shall obligate the Company, within seven (7) days after written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions which were available to other members, to terminate his employment. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, within seven (7) days after written notice to the Company by the Union to such effect, obligate the Company to terminate his employment.

3.8 There shall be no discrimination against any workman by reason of race, color, religion, age, sex, national origin or disability subject to qualifications as defined by the A.D.A.

ARTICLE 4
HIRING OF TRUCKS

4.1 The Employer shall not require as a condition of employment that an employee purchase truck tractor, or tractor and trailer or other vehicular equipment.

4.2 The Employer agrees that he will hire equipment to supplement his own equipment only when he does not have the number or type of equipment required for his purpose.

4.4 The grievance procedure in the Agreement shall be employed when there is any dispute with reference to the preceding paragraphs, and the arbitrator shall determine such damages as the Union and its members are entitled to for any violation thereof provided, however, that no liability shall attach for any violation of the paragraphs of this Article until the expiration of three (3) days after written notice by the Union has been received by the Employer, that the terms and conditions of this Article are being violated. This Article shall be interpreted and applied in accordance with the provisions provided herein.

ARTICLE 5
SEPARABILITY & SAVINGS CLAUSE

5.1 If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of an Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

5.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the

purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

ARTICLE 6
CHECK-OFF

6.1 The Employer agrees to deduct from the pay of all regular 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, two (2) weeks after the first of the month for the next coming month, so as to process dues in time to keep members current on check-off.

6.2 Union dues deductions shall be made from vacation checks when employee is on vacation during the week in which such Union dues deductions are made. Where laws require written authorization by the employee, the same is to be furnished by the Union in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or who has no earnings or insufficient earnings during the week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

ARTICLE 7
CREDIT UNION

7.1 The Employer agrees to deduct certain specific amounts each week from the wages of those employees who have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Local #170 Teamsters Federal Credit Union weekly. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

ARTICLE 8
LABOR DISPUTE

8.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property of an employer (other than the Employer) involved in a primary labor

dispute or refuses to go through any primary picket line of an employer (other than the Employer).

ARTICLE 9
VACATIONS

9.1 The vacation period shall be from January 1st to December 31st and any of the Company's employees who have completed one (1) year of service during that period, January 1st to December 31st, and who have worked at least ninety (90) days before the expiration date of the vacation period, which is December 31st shall receive vacations as outlined in this Article.
9.2 Any absence resulting from the performance of duties under this Agreement shall be considered as days worked for the purpose of arriving at the ninety (90) days,.

9.3 Any of the Company's employees on the Company's payroll as outlined in Item 1, of this Article, shall be granted vacations as follows:

9.4 The completion of one (1) year and ninety (90) days during the vacation period, one (1) week's vacation with pay.

9.5 The completion of three (3) years of employment and who have worked at least ninety (90) days before the expiration date of the vacation period, which is December 31st, two (2) weeks' vacation with pay.

9.6 The completion of ten (10) years of employment and who have worked at least ninety (90) days before the expiration date of the vacation period, which is December 31st, three (3) weeks' vacation with pay.

9.7 The completion of twenty (20) years of employment and who have worked at least ninety (90) days before the expiration date of the vacation period, which is December 31st, four (4) weeks' vacation with pay.

9.8 Those currently on the seniority list shall maintain four (4) weeks' vacation, except as outlined in 9.15.

9.9 Those on the seniority list who receive a vacation shall receive vacation pay based on forty (40) hours pay.

9.10 Employees on the seniority list shall receive their vacation pay due them in advance for the previous calendar year ending December 31st, but not less than forty (40) hours per week. Any employee who is discharged or who quits between January 1st and May 1st shall receive the vacation allowance due him for that year as long as they have met the qualification of working ninety (90) days that calendar year.

9.11 The seniority list and vacation schedule must be posted no later than December 1st to allow employees in the order of their seniority to make their vacation selections. The schedule shall remain posted for thirty (30) days, after which time it may be taken down, and any employees failing to make his selection during that period shall be assigned to whatever vacation period may be open.

9.12 All men entitled to vacation must take the time off unless extenuating circumstances exist in which case an agreement to permit the man to work during his vacation period must be reached between the Company and the Union.

9.13 Employees with two (2) weeks vacation or more shall be entitled to take one (1) week's vacation during July and August subject to Management's approval.

9.14 All employees who already have four (4) weeks will continue to receive their four (4) weeks' vacation. Also included is the four (4) week formula. However, those who have not received the vacation formula on the 4th week will be limited to three (3) total weeks to be consistent with the rest of the company employees as a condition set forth in this Contract.

9.15 It is also the understanding that the 4th weeks vacation formula will be deleted from the contract by attrition as those who now receive them become separated from the seniority list. Those who now received the four (4) weeks vacation will be known as "red circle" employees.

9.16 Any unused vacation time not taken at the end of the employee's calendar year will be forfeited, unless the Company has prevented the employee from taking their vacation due to business needs.

ARTICLE 10
EQUIPMENT

10.1 No employee shall be required to operate or work upon any vehicle that is not equipped with all safety appliance prescribed by Law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.

10.2 When defects occur which may endanger the employees' safety, they shall be reported to the mechanical department of the Employer. The Employer shall make the necessary repairs before the equipment is returned to service.

ARTICLE 11
STEWARDS

11.1 An employee of the Employer performing Teamster work may be designated by the Union to act as Steward, and he shall be the last employee to be laid-off irrespective of seniority including Saturday or Sunday, provided he is qualified to perform the work required.

11.2 The rate of pay for Stewards shall be according to the highest Teamster classification working on the job provided he or she is qualified to perform the work required.

11.3 The Union may select one of the employees in the above-listed classifications of the firm to act as Steward and he shall be the last employee to be laid-off, provided he or she is qualified to perform the work required.

11.4 The duty of the Steward shall be to see that the conditions of this Agreement are adhered to by the Employer and the employees in his Company.

11.5 No Steward shall have the authority to call a strike, cause a slowdown or take any other action which would interrupt the Employer's business, except as such action may be authorized by the Union. The Employer recognizes this limitation upon the authority of the Steward.

11.6 The Union reserves the right to remove the Steward and replace him with an employee who is capable and qualified to operate the equipment on the job.

11.7 The Steward shall be the first Teamster to start work in the morning and the last to leave work in the evening, provided he is capable and qualified of performing the work available. The Steward will not be permitted to bump for overtime opportunities on a daily basis.

11.8 The Steward shall be allowed a reasonable amount of time to carry out the provisions of this Agreement and report any violations of the same to the Union and shall be allowed to do so without loss of pay. Stewards may use the Company phone for Union business concerning the job, provided it is not abused.

11.9 Should the Employer consider the discharge of the Steward, he shall give prior notice to the Business Agent. The matter of discharge may be processed through the grievance procedure as provided herein.

ARTICLE 12
HEALTH & WELFARE

12.1 Commencing with the 1st day of March, 2011, and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health and Welfare Funds for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement whether such employee is a regular, probationary, temporary, or casual employee, irrespective of his status as a member or non-member of the Local Union from the first hour of employment subject to this collective bargaining agreement as follows:

12.2 Commencing on the 1st day of January, 2015, the Employer shall contribute to the respective Health and Welfare Funds the sum of **$9.813** for each hour, figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours worked with a maximum of 2,080 hours to be paid in any one contract year.

12.3 Commencing on the 1st day of January, 2016, the Employer shall contribute to the respective Health and Welfare Funds the sum of **$10.263** for each hour, figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours worked with a maximum of 2,080 hours to be paid in any one contract year.

12.4 Commencing on the 1st day of January, 2017, the Employer shall contribute to the respective Health and Welfare Funds the sum of **$10.713** for each hour,

figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours worked with a maximum of 2,080 hours to be paid in any one contract year.

12.5 Commencing on the 1st day of January, 2018, the Employer shall contribute to the respective Health and Welfare Funds the sum of **$11.163** for each hour, figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours worked with a maximum of 2,080 hours to be paid in any one contract year.

12.6 Commencing on the 1st day of January, 2019, the Employer shall contribute to the respective Health and Welfare Funds the sum of **$11.613** for each hour, figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours worked with a maximum of 2,080 hours to be paid in any one contract year.

12.7 Employee will pay ½ of any premium increase subject to a limit of the employee contributing at the same overall percentage as non-union employees.

January 1, 2014 - $1.80 per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee
January 1, 2015 - $2.02 per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee
January 1, 2016 - $2.25 per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee
January 1, 2017 - $2.48 per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee
January 1, 2018 - $2.70 per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee
January 1, 2019 - $2.92 per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee
Should the fund require additional monies for Health and Welfare that are greater than the agreed above amounts outlined above, those funds will be taken as a deduction from wages.

12.8 For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable.

12.9 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of 32 hours for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of 32 hours shall not be paid for a period of more than twelve (12) months.

12.10 Hourly contributions to the Health and Welfare Fund must be made for each hour worked on each regular or extra employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

12.11 All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining all accuracy of contributions to the Welfare Fund.

12.12 If an Employer fails to make contributions to the Welfare Fund within 72 hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees.

12.13 The Employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement.

12.14 The Employers and Union which are signators hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken or to be taken by such Trustees within the scope of their authority.

12.15 All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent the Health and Welfare Fund.

12.16 Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health and Welfare Fund and the Local Union serves a 72 hour notice of delinquency, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

***IF CONTRIBUTION PROJECTIONS PROVE TO BE INSUFFICIENT IN ANY YEAR, CONSIDERATION FOR ANY INCREASES IN CONTRIBUTIONS WILL COME OUT OF WAGE ADJUSTMENTS.**

ARTICLE 13
PENSION FUND

13.1 This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

13.2 Commencing with the 1st day of March, 2014, and for the duration of the current collective bargaining agreement between the Local Union and the Employer and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters & Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary, or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

13.3 For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of **$8.36** to the New England Teamsters & Trucking Industry Pension Fund, and overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

13.4 Commencing with the 1st day of March, 2015, the said hourly contribution rate shall be **$9.20** to the New England Teamsters & Trucking Industry Pension Fund and overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

13.5 Commencing with the 1st day of March, 2016, the said hourly contribution rate shall be **$9.75** to the New England Teamsters & Trucking Industry Pension Fund and overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

13.6 Commencing with the 1st day of March, 2017, the said hourly contribution rate shall be **$10.53** to the New England Teamsters & Trucking Industry Pension Fund and overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

13.7 Commencing with the 1st day of March, 2018, the said hourly contribution rate shall be **$11.37** to the New England Teamsters & Trucking Industry Pension Fund and overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

13.8 For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

13.9 If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If a regular employee is injured on-the-job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

13.10 The Employer agrees to and has executed a copy of the New England Teamsters & Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter

serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

13.11 The parties agree that the Pension Plan adopted by the Trustees of New England Teamsters & Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

13.12 It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require, and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope of and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Article of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters & Trucking Industry Pension Fund.

13.13 If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer having been notified that its contributions to the Fund have been under-reported and/or under-paid fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72 hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with the Agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with the attorney's fees, and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

13.14 It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters &

Trucking Industry Pension Fund and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

13.15 No oral or written modification of this Article regarding Pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this Article or upon the Trustees of the New England Teamsters & Trucking Industry Pension Fund.

13.16 New Understanding clause to upgrade cost of pension and reduces wages.

13.17 The current deduction of $.94 cents per hour will remain in place for the life of the contract. Should any amounts be required by the Trustees or the law during the term of this Agreement, such amounts shall be paid by the Employer and deducted from the regular hourly rate paid to each employee.

ARTICLE 14
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute. Any grievance arising between the Company and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1. The shop steward must present the grievance in writing, setting forth their contentions in full to the Company within five (5) working days after the reason for the grievance has occurred or the grievance is waived. There shall be no time limit in case of violation of the wage provisions of this Agreement. If a satisfactory settlement is not reached within three (3) working days, then

Step 2. The business representative of the Union shall then take the matter up with a representative of the Company, or its attorney, with authority to act upon such grievance. A decision must be made within five (5) working days. Employees shall have the shop steward or a representative of the Union present during the discussion of any grievances with a representative of the Company.

Step 3. If no satisfactory settlement can be agreed upon, the parties shall select a mutually agreeable and impartial arbitrator within 10 days after the disagreement. The 10 day time limit may be extended by mutual agreement. If unable to agree, they shall select from a list supplied by the American Arbitration Association. The expense of the arbitrator selected or appointed shall be borne equally between the Company and the Union. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms or conditions under this Agreement. Both parties agree to accept the decision of the arbitrator as final and binding. The arbitrator shall render his or her decision within thirty days after the hearing is closed.

Section 2. All time limits set forth in this Article are to be strictly construed, and any matter which is not processed within the stated time limits shall not have standing under this Agreement and shall be deemed withdrawn. Time limits may be extended by mutual agreement of the parties.

Section 3. Prior discipline remains in effect for progressive discipline purposes for a period of one year provided there is no subsequent discipline during that one year period. However, all discipline remains in the employee's file and shall not be expunged.

ARTICLE 15
MERGER

15.1 In the event that the Company decides to merge operations of two (2) or more of its Companies and decides to create a single master seniority list for the entity from said merger, then it is agreed that employees shall be placed on said master seniority list only with the approval of the Union Representative and prior negotiations have been resolved between the parties.

ARTICLE 16
MISCELLANEOUS CONDITIONS

16.1 **Bereavement Clause** - In the event of a death in the employee's immediate family, i.e., father, mother, sister, brother, wife, or child, it is recognized by the parties that the employee may need time off to attend the funeral service. Therefore, the employee shall be entitled to three (3) days off with straight time pay. If either of these days off are the employee's scheduled working days, the employee shall suffer no loss in pay, exclusive of overtime but not to exceed a maximum of three (3) days, excluding Sundays, Saturdays and paid holidays.

One (1) day's pay for the death of mother-in-law, father-in-law, and stepparents and grandparents. This entire paragraph applies as the current immediate persons.

16.2 **Accident Reports** - Any employee involved in any accident must immediately report said accident and any physical injury sustained. When required by his Employer, the employee before going off duty shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on Company time. Failure to carry out the provisions of Item 2 of this Article shall subject the employee to disciplinary action, including discharge.

16.3 **Physical Examination Clause** - All examinations when required by Law or regulatory body and performed under the Employer's direction shall be paid for by the Employer, unless the employee is returning from layoff or personal injury, in which the employee will not be compensated.

16.4 **Coffee Breaks** - There will be two (2) fifteen (15) minute coffee breaks per shift; one (1) fifteen minute break in the A.M. and one (1) fifteen minute break in the P.M.

16.5 **Shoes** - The Employer agrees to pay each employee $100.00 for steel-toed shoes provided the employee wears said shoes to be paid June 1st of each year.

16.6 **Loss and Damage** - No employee shall be required to pay for any loss or damage to equipment unless such loss or damage shall have been caused by his negligence or improper act.

16.7 The Employer agrees to supply rain suits and gloves for all employees.

ARTICLE 17
WINTER EMPLOYMENT

17.1 It is the understanding of the parties that the regular employees will not be required to work in the months of December, January, February, and March, provided there is not a shortage of qualified men that will leave the Employer without qualified men to operate the Plant operation.

17.2 It is also the understanding of the parties that casual employees, who work and fill in for the various jobs will not accrual seniority, but will be considered for any opening in the future.

17.3 Any employee desiring to request a voluntary layoff during the entire period shall notify the Company in writing and a copy must be sent to the Union Office. The Company at their discretion may approve such a layoff.

ARTICLE 18
UNION RIGHTS

18.1 Authorized Agents of the Union shall have access to the Employer's establishment during working hours, including the right to check trucks in transit, investigate working conditions and collect dues, for the purpose of determining whether or not the terms of this Agreement are being complied with, provided however, that it will not unreasonably interfere with normal conditions. In the event of a grievance regarding a Teamster's pay, the Employer's payroll records concerning said grievance shall, upon written request, be made available for examination by Union representatives. Must wear all necessary PPE

ARTICLE 19
SENIORITY

19.1 Seniority rights for employees shall prevail. All new employees shall be hired on a sixty (60) days worked trial basis and shall work under the provisions of this Agreement, within which time they may be dismissed without protest by the Union. An employee must work sixty (60) days in order to go on the seniority list as regular employees in accordance with their date of hire.

19.3 In the event of a layoff, the most junior employee shall be the first to be laid-off, and rehiring shall be in the inverse order, provided he or she is qualified. The Employer, upon a request made by the Union, shall furnish a seniority list of names, addresses, and phone numbers of those employees covered by this Agreement.

19.4 An employee who has been laid-off shall be given at least three (3) days to report to the job when he is called back to work, without loss of benefits or rights. In the event the employee fails to report within the time specified, he shall lose any benefits and rights he might have with the Employer and a new employee may be

hired. The Union shall furnish temporary drivers, if requested to do so, until the named employees shall report for work.

19.5 If there are any breakdowns or shutdowns during the day, a man whose vehicle is broken down or whose operation is shut down, shall go home for the completion of the work day, however, the Employer may assign him to perform other duties. When a vehicle shall be out of service for more than that day, seniority shall prevail on the following day.

19.6 Employees seniority shall commence as of their most recent date of employment.

19.7 Preference shall be given to employees older in service in the order of their seniority and qualification to the work available. Should the Employer violate the principle set forth herein, he shall compensate for the earning opportunity lost at the rates provided herein those employees affected. During the workweek (Monday – Friday) personnel working their bid jobs shall not be bumped for overtime opportunity.

19.8 The principle of seniority shall be recognized with respect to retention, layoff and the rehiring of employees in work, which they are qualified to perform.

19.9 **Union Official** - An employee elected to any official position in the Union shall, upon completion of his term of office, be restored to his former position without loss of seniority, provided he or she is qualified

19.10 When an employee is laid-off, he shall be paid within seven (7) calendar days all benefit monies and wages due him, if he so requests. However, in order to remain on the seniority list as a condition of employment, he or she must remain current in the payment of dues and assessments.

19.11 Regular employees shall not be deprived of their sixth (6th) punch by the use of extra help Saturday, Sunday, and Holidays.

19.12 **Loss of Seniority** - No employee shall lose his seniority rights if he performs all things required of him under the conditions set forth in this contract or:

- (a) if he is laid-off

- (b) if he is sick or recuperating from some illness or accident up to one (1) year
- (c) if he is on a bonafide leave of absence, he must remain in good standing with the Union and such leave of absence must be in writing and approved by both the Company and the Union

19.13 An employee shall lose all seniority rights:

- (a) if he quits his job
- (b) if he is discharged for just cause
- (c) if he is absent without good cause and fails to notify the Company
- (d) if he is recalled to work after a layoff and does not report for work within one (1) week
- (e) if he fails to stay in good standing with the Union by failure to pay his dues
- (f) if an employee has not worked for the Employer for a period of one (1) year due to layoff, sickness or personal injury.
- (g) if an employee has not worked for the Employer for a period of eighteen (18) months due to a worker's compensation injury.

19.14 Any employee laid off during the winter employment period (as defined in Article 17 & Article 19.4) who refuses to accept work after being recalled from layoff, when it is available, shall be dropped from the seniority list.

ARTICLE 20
DISCHARGE

20.1 Any employee whose service has been terminated for just cause must be paid in full for all wages owed to him by the Company, as soon as possible, in no event later than the end of the second (2nd) business day following discharge.

ARTICLE 21
HOURS OF WORK AND OVERTIME

21.1 Working time for all employees shall start when they are instructed to report and do report at plant, and except for mealtime, shall continue until relieved from duty at same, regardless of occupation.

21.2 Forty (40) hours shall constitute a week's work from Monday to Friday inclusive, and the hours of labor shall be worked each day in uninterrupted succession. All time worked in excess of eight (8) hours per day shall be paid for as overtime at the rate of time and one-half (1½). Any employee who reports to work shall be guaranteed four (4) hours work except for in the event of rain, sleet, snow, Act of God, or work cancellation, where the employee will be paid for tome worked.

21.3 All employees required to report for work on Saturday, as such, or on the sixth (6th) report in a payroll period shall be guaranteed a minimum of four (4) hours work at their applicable premium rate of time and one-half (1½).

21.4 Sundays or holidays or any portion of work on those days will be paid at the rate of time double time (2X).

21.7 When employees are to receive a day off, notice shall be given the night before, and should any employee report for work without receiving such notice and be given no work, he shall be paid two (2) hours for reporting.

ARTICLE 22
HOLIDAYS

22.1 The recognized paid holidays shall be:

New Year's Day	**Labor Day**
Memorial Day	**Veterans' Day**
Independence Day	**Thanksgiving Day**
Washington's Birthday	**Patriot's Day**
Columbus Day	**Christmas Day**

22.2 All regular employees shall receive eight (8) hours pay without working for all above mentioned holidays providing they work any part of the holiday week

and the immediate scheduled work day before and immediate scheduled work day after the holiday. If the employee has an approved vacation week during any week a holiday occurs, the holiday will be recognized.

22.4 When a recognized holiday is celebrated on a workday overtime for such Holiday will be at double time (2 X) the hourly rate. Except as provided elsewhere in this Contract.

22.5 Employees required to and who report for work on any of the above-named holidays shall receive double time (2 X) the normal rate as shown in **Article 23** (Wages) herein for all hours worked on the holiday in addition to his holiday pay, with a minimum of eight (8) hours work or pay.

ARTICLE 23
WAGES

23.1 The straight time wages for employees covered by this Agreement shall be those set forth in the rates of pay as follows:

Effective:	03/01/14	03/01/15	03/01/16	03/01/17	03/01/18
Rates Increase:	$.25	$.25	$.25	$.25	$.30
All Classifications:	$25.00	$25.25	$25.50	$25.75	$26.05

23.2 Newly hired employees will work on a sixty (60) day worked trial period and be paid for those sixty (60) worked days at $1.00 less than the rate in effect.

23.4 **Tool Allowance** – Shall be paid as follows (mechanics only) and Company to replace broken tools.

ARTICLE 24
EXCLUSIVE AGREEMENT

24.1 This Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes, arbitrations, past practices or amendments shall be effective during the life of this Agreement, unless evidenced in writing by the parties hereto.

ARTICLE 25
STRIKES AND LOCKOUTS

25.1 During the term of this Agreement, the Employer will not conduct a lockout and the Local shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, work stoppage, boycott of the Employer's product or any other interference with or interruption of work of the Employer.

It is further mutually agreed that the Employer shall have the unqualified right to take the action it deems advisable, including discipline and discharge, against any employee engaging in, participating in, encouraging, aiding or abetting any such unauthorized strike, slowdown, boycott, walkout or stoppage of work of the Employer.

ARTICLE 26
HEALTH, SAFETY & ENVIRONMENTAL POLICIES

- The Employer may promulgate and post such reasonable safety and environmental rules and requirements as may be required to maintain a safe and environmentally sound workplace.

- All employees will be subject to the Company's Drug and Alcohol Policy and any revisions thereof.

- The Local acknowledges the Employer's "Light-Duty Policy." Consistent with sound medical advice the employees will cooperate with this policy.

- All vehicles, machinery or equipment utilized in the performance of work under this Agreement shall be equipped with all safety appliances validly required by law. The employees shall report all defects of equipment to the Employer on such forms or in such manner as the Employer may require. The Employer shall take necessary steps to correct any such defects in equipment reported by an employee, and shall take all reasonable steps to insure that working conditions are in compliance with existing laws.

- All safety and environmental violations, including unsafe acts, and violations of the Employer's Personal Protective Equipment (PPE) Policy shall constitute grounds for disciplinary action. Such disciplinary action, depending on the

severity of the infraction, shall be progressive including verbal warnings (with notations placed in the employee's file), written warnings with copies forwarded to the Local Union, and suspension without pay, up to and including termination.

- Unsafe acts or violations of Employer's Safety policies (i.e., lockout/tagout or confined space) that place the employee, co-worker, or others in danger of injury or death, will result in disciplinary action, up to and including termination

- Employees cited for repeated and willful violations of the Employer's Safety or Environmental Policies, or with a pattern of safety or environmental violations, will be subject to disciplinary action up to and including termination.

- The Employer, while maintaining a consistent disciplinary policy, reserves the right to use or modify any and all of these procedures and will base its actions on the severity and circumstances of each individual case.

- All employees will be subject to the Company's SRRC Policy and any revisions thereof

ARTICLE 28
TERMINATION

28.1 This Agreement shall be in full force and effect from March 1, 2014 to and including February 28, 2019 and shall continue in full force and effect from year to year thereafter unless written notice of a desire to negotiate change or revisions of this Agreement is served by either party. Either party may serve upon the other a notice at least sixty (60) days prior to February 28th, of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives and have affixed hereto the seals of their respective organizations, the day and year first written above.

BY: _____
TRUCK DRIVERS UNION, LOCAL #170
JAMES R. FIORI, BUSINESS AGENT

BY: _____
AGGREGATE INDUSTRIES, INC.
RICK WINTER, HUMAN RESOURCES

_____
STEWARD

DATE: July 29, 2014

DATE: August 5, 2014

DATE: _____

DATE: _____

ADDENDUM #1

AGGREGATE INDUSTRIES – ASHLAND QUARRY

It is the understanding of the parties that when there is an opening for a position under the Teamster contract at either Ashland or Shrewsbury yard sites, the job will be posted for one (1) week. Only seniority employees may bid the opening. If there is no interest then the Employer may seek outside people to apply to such job opening, including the Union, Local #170 first to see if the Union can provide suitable applicants.

BY: _____
TRUCK DRIVERS UNION, LOCAL #170
JAMES R. FIORI, BUSINESS AGENT

BY: _____
AGGREGATE INDUSTRIES, INC.
RICK WINTER, HUMAN RESOURCES

_____
STEWARD

DATE: July 29, 2014

DATE: August 5, 2014