AGREEMENT

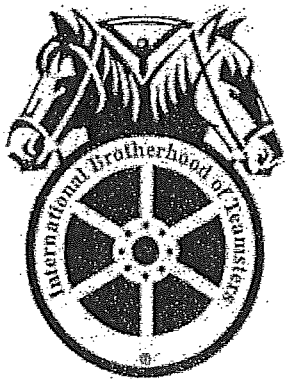
BETWEEN

TEAMSTERS UNION LOCAL 170

&

J.G. MACLELLAN CONCRETE COMPANY

DRIVERS



MAY 1, 2011 - APRIL 30, 2016

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DRIVERS AGREEMENT

This Agreement made this 1st day of **May, 2011** by and between the J.G. MacLellan Concrete Company hereinafter referred to as the "Employer" and the Teamsters Union Local 170 hereinafter referred to as the "Union", affiliated with the International Brotherhood of Teamsters, to govern all wages and other conditions as herewith set forth and shall be binding upon both parties hereto their heirs, successors and assigns until terminated or amended as hereinafter provided.

ARTICLE I

(a) The Employer recognizes the Local Union as the exclusive representative at it's Lowell, Massachusetts facility of all employees in the classifications of Drivers, Loader Operators and Batchmen for work covered by this Agreement for the purpose of collective bargaining as provided by the Labor-Management Relations Act of 1947 as amended. All operations and work covered herein shall be performed exclusively by employees covered by this Agreement.

(b) The Employer shall not enter into any Agreement or contract with its employees, individually or collectively, or with any officer or representative of the Union, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement or contract shall be null and void.

(c) All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing as a condition of employment. All present employees who are not members of the Union and all employees hired shall become and remain members of the Union in good standing as a condition of employment on or after the thirty-first day following the beginning of their employment or on or after thirty-fist day following the effective date of this Agreement whichever is the later.

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

(e) Nothing contained in this Agreement shall be construed so as to require the Employer to violate any applicable law.

The Company retains the exclusive right and responsibility to manage the business and plant and to direct the working force, subject to the provisions of this Agreement. No right or function of management shall be limited by any practice or course of conduct or otherwise than by the express provisions of this contract. The rights exclusively retained by the Company include, but are not limited to: the exclusive right to determine the scope and methods of

operation, including the location or relocation of any facility, and the right to change materials, procedures, product and equipment; the right to establish new jobs, and abolish, change or combine existing jobs; the right to hire, promote, transfer, layoff and recall employees, and the right to discipline or discharge employees for just cause; the right to establish and require standards for production and performance, and the right to promulgate, enforce and change, upon notice, reasonable shop rules; the right to schedule production, and to assign or not assign hours and work, including reasonable overtime.

ARTICLE II
STEWARDS

(a) The Employer recognizes the right of the Union to designate a Steward. The authority of the Steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining Agreement.

2. The transmission of such message and information, which shall originate with, and are authorized by the Local Union or its officers, provided such message and information:

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods or any other interference with the Employer's business except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of the Steward, and shall not hold the Union liable for any unauthorized acts.

(b) The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

(c) The Steward shall be granted super seniority for lay off and rehire only.

ARTICLE III
LEAVE OF ABSENCE

A leave of absence for reasons other than sickness or induction into the Armed Forces must be approved by both the Employer and the Union. All leaves of absence are granted without pay

and without loss of seniority. Any employee who is proved to be employed elsewhere during a permitted leave of absence shall be considered to have terminated his employment.

ARTICLE IV
PROBATIONARY PERIOD

(a) An employee's first sixty (60) days shall be deemed to be a probationary period for such employee during which he/she may be laid off or may be disciplined or discharged as exclusively determined by the Company without regard to cause and without recourse to the grievance and arbitration provisions of this Agreement. However, the Company may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

(b) This probationary period may be extended by mutual agreement between the Company and the Union.

(c) After the sixty (60) days' trial period the employees shall be placed on the seniority list as regular employees in accordance with their date of hire, provided, however, that an employee must work a minimum of one-hundred twenty (120) hours during the sixty (60) days' trial period.

ARTICLE V
SENIORITY

(a) Seniority for all employees covered by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement.

(b) Employees, in their order of seniority, provided they are available and are qualified to perform the work required, shall have preference;

1. in filling vacancies in higher rated jobs.

2. in selection of vacation from the vacation schedule.

(c) Seniority shall be computed from the employee's first day of hire by the Employer in or transfer into, the bargaining unit covered by this Agreement and shall be broken only by:

1. Discharge,

2. Voluntary quit,

3. Being laid off, or being unable to report for work due to sickness or a non-work related injury for a period equivalent to the employee's length of employment with the Company or for one (1) year, whichever is less; or being unable to report for work due to a work-related injury for a period equivalent to the employee's length of employment with the Company or for two (2) years, whichever is less,

4. failure to pass any application Federal or State physical or satisfy any other licensing requirements.

5. Failure to report for work as follows: If he is recalled to work after a layoff that has lasted for at least fifteen (15) consecutive workdays and fails to report for work within five (5) workdays; or, if he is recalled to work after a layoff that has lasted for at least ten (10) consecutive workdays and fails to report for work within three (3) workdays; or, if he is recalled to work after a layoff that has lasted for less than ten (10) consecutive workdays and fails to report for work when assigned to do so.

(d) Supervisory personnel of the Employer shall retain the right to perform the work, which is recognized as the work of employees covered by this Agreement. It is agreed that the Company will not abuse this right.

(e) It is understood that neither "seniority" nor the reference to "classifications" in the wage table give an employee the right to pick and chose which tasks he will perform, or the right to refuse an assigned task. Rather, an employee can be required to perform any work which he is qualified to perform without regard to whether he normally performs that work, or whether a junior qualified employee is also available to perform that work. It is further understood that whether an employee is qualified to perform a particular task is to be determined solely by management.

(f) Employees of the Employer employed on a full time basis by other companies, municipalities, State or Federal Government shall not be allowed to work in preference to other employees of the Employer.

(g) An employee who has been elected or appointed to any full time official position in the Union shall, upon completion of his term of office, be restored to his former position with the Employer without any loss of seniority.

(h) If an employee loses his license for any reason other than for drunken driving or for any criminal offense, he shall not suffer any loss of seniority and shall upon reinstatement of his license be restored to employment with the Employer and be credited with seniority from his

original date of hire, however, he shall not accumulate credits toward his vacation during the period he is unable to work because of his loss of license.

(I) Should vacancies develop in plant jobs which require special knowledge or skill, a reasonable opportunity to qualify for such job will be offered to others in order of their seniority provided they are qualified to properly fulfill such vacancy. It is also agreed that in the event jobs in the "plant man" classification are abolished as a result of a permanent reduction in force occasioned by the elimination of operations, permanent discontinuance of a plant, technological change plant employees affected who qualify to perform "driving work" will be permitted to bump into the driver classification in accordance with their total seniority.

(j) If in order to meet demands upon its business, the Company finds it necessary to hire or use additional equipment, such hire or use shall cease when the Company reasonably determines the necessity therefore is ended.

(k) The parties have agreed to a Substance Abuse Policy, which is incorporated herein by reference.

(1) Subject to material requirements and/or customer preference, overtime work shall be distributed in order of seniority provided the senior man is qualified and readily available at the time the work is assigned.

ARTICLE VI
MILITARY SERVICE

It is agreed by the Employer and the Union that any member of the Union who may be conscripted or voluntarily joins the Armed Forces of the United States under the National Defense Program, shall upon his discharge from the service, within ninety (90) days, be reinstated to his former position and retain the seniority that he had with the Employer when he entered the service, provided he is able to perform his regular duties.

ARTICLE VII
GRIEVANCE AND ARBITRATION

A "grievance" is defined as a dispute with reference to the interpretation or application of a provision of this Agreement. It is the intention of the parties that all grievances arising between the parties hereto during the period covered by this Agreement as set forth in the "duration" article of this Agreement shall be adjusted by and between the parties in the following manner:

Step 1 - Within three (3) days of when the employee or employees involved know or should reasonably have known of the occurrence which gave rise to the grievance, the employee (with his Union Steward) shall attempt to resolve it with the employee's supervisor.

Step 2 - In the event the grievance is not settled within three (3) working days of its presentation at Step 1, the grievance must be presented in writing to the Employer within two (2) working days thereafter to be handled between the employee and his or her Union Representative and the designated Employer representative.

Step 3 - Should the parties fail to adjust the grievance in Step 1 and 2, and should the parties mutually agree to do so, the parties may attempt to resolve the grievance through grievance mediation.

Step 4 - Should the parties fail to adjust the grievance in Step 1, 2, and 3, either the Employer or the Union may refer the matter to arbitration under the rules of the American Arbitration Association.

The request for arbitration shall be made by giving notification to the other party in writing within ten (10) working days of the date of the decision in Step 2. The arbitrator's decision shall be final and binding. The arbitrator shall have no authority to add to, subtract from, or modify any provision of the Agreement. The cost of the arbitration shall be equally shared by the parties. Each party shall bear the expense of its own presentation. It is also understood that the foregoing reference to the American Arbitration Association not withstanding, the Union and the Company are free to mutually agree to use the Tri-State Arbitration Association or the American Arbitration Association in any particular case or cases.

ARTICLE VIII
STRIKES AND LOCKOUTS

1. During the term of this Agreement, neither the Union nor any employee covered by this Agreement shall cause, authorize, encourage or take part in any strike (including a sympathy strike), slowdown, or other curtailment of work or interference with the operation of the Company's business. Any arbitration over said discipline shall be limited to the question of whether the employee actually engaged in conduct prohibited by this Article and not whether the penalty imposed was appropriate.

2. The forgoing paragraph notwithstanding, it is agreed that a driver does not have to cross a picket line at a job site where the Company is pouring concrete if the employee is in reasonable fear of imminent bodily harm. In such cases, however, the employee shall be required to drive the truck up to (but not across) said picket line.

3. The Company agrees that while this contract is in effect, it will not lock out any employees covered by this Agreement. Shutting down of the plant or the layoff of employees for economic reasons or for lack of work shall not be considered a lockout.

ARTICLE IX
DISCHARGE AND SUSPENSION

(a) The Employer shall not discharge nor suspend any employee without just cause for discharge. Just cause shall include, but shall not be limited to, the following infractions:

1) Possession of, use of, or being under the influence of (as defined by U.S. Department of Transportation regulations) alcohol or illegal drugs while on Company time or on Company premises or while operating any Company motor vehicle,

2) Theft, fraud, dishonesty, or falsification of information on any Company documents or records,

3) Insubordination, including the refusal to carry out a direct order from management,

4) The willful or grossly negligent destruction of any Company property,

5) Being the aggressor in any fight or threatening incident involving a fellow employee, or being abusive toward any customer,

6) Being in the possession of any gun or knife on Company time or Company property,

7) Repeated absenteeism or tardiness, (i.e., prior warning letter required within the past nine (9) months.

(b) In the event the employee and the Union desire to protest the justification of such discharge or suspension such protest shall be filed in accordance with the grievance procedure herein provided.

(c) Any employee discharged must be paid for all wages owed him by the Employer, including earned vacation pay, if any, as soon as possible in no event later than five (5) days.

ARTICLE X
HOLIDAYS

The following shall be recognized as paid holidays, and all regular employees eligible therefore under the following provisions shall be paid eight (8) hours straight time for each holiday; New

Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. To be eligible to receive holiday pay under this provision, an employee must have worked at least two (2) days in the week that the holiday occurs, and must work his or her last regularly scheduled day before and first regularly scheduled day after the holiday. Spare employees or casual employees shall have to work three (3) days in the week a holiday occurs to be eligible for holiday pay. If an employee is on vacation during the entire week a holiday occurs, and the employee would otherwise have worked during said week, he shall receive an extra day's pay in lieu of the holiday.

All hours worked on Sunday shall be paid for at the double time rate. The first eight (8) hours of work performed on paid holidays by an employee eligible for holiday pay shall be paid at the straight time rate in addition to the holiday pay. All hours worked in excess of eight (8) hours shall be paid at the double time rate.

ARTICLE XI
VACATIONS

(a) Employees who have been on the Employer's payroll for one (1) year and who have worked at least one hundred-fifty (150) days during their most recent anniversary year shall be entitled to a paid vacation. The vacation schedule applicable to all vacations beginning with vacations earned during 2005 and to be taken in 2006 shall be as follows, except that an employee who has completed ten (10) years of service need work only one hundred thirty-five (135) days in order to earn a vacation.

(i) Employees with one (1) year of service shall be entitled to one (1) week of vacation with pay.

(ii) Employees with three (3) years of service shall be entitled to two (2) weeks of vacation with pay.

(iii) Employees with ten (10) years of completed service shall be entitled to three (3) weeks of vacation with pay.

(b) The eligibility period stated above shall be for each year, sickness or on the job injury excluded. Once the employee punches in, it counts as a day worked.

(c) Forty-hours (40) at the straight, time rate shall be paid for each week of vacation. Anniversary date of employment is to be construed as meaning one (1) year from the first day of employment.

(d) Employees with three (3) weeks vacation due them shall take the third (3rd) week after all employees have had a choice from the schedule. Then those employees with extra weeks shall make selections from the weeks that are left.

(e) No employee can work and receive vacation pay in lieu of vacation.

(f) Vacations must be taken between April 1st and December 31st in any year. Employees with a third week and employees wishing to take their vacation during any other period may do so if agreeable to the Employer and the Union.

(g) Any employee who quits or is discharged between January 1st and April 1st and has not received the vacation allowance due him for that year shall receive same in the final wage payment.

(h) The number of employees entitled to be on vacation at any one time shall not exceed ten percent (10%) of the work force.

ARTICLE XII
BEREAVEMENT

Any employee who suffers the loss through death of his Father, Mother, Sister, Brother, Spouse, Child, Mother-in-law, or Father-in-law, shall be granted a leave of absence, not to exceed three (3) days on any one occasion to attend the funeral for which the employee shall be paid for said time not in excess of eight (8) hours per day at his regular rate, provided such days of absence fall on his regularly scheduled working days. One (1) day shall be allowed for the death of Grandparents and Grandchildren and that day shall be the day of the funeral.

ARTICLE XIII
UNION DUES AND CREDIT UNION DEDUCTION

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit same to said Local Union 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. Where an employee who is on check off is not on the payroll during the week the deduction is made the employee must make arrangements with the Union to pay such dues in advance.

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 Teamsters Federal Credit Union once each month. 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 employees' earnings shall be less than the amount authorized for deduction.

ARTICLE XIV
HOURS OF WORK

(a) Five (5) days shall constitute a normal week's work; Monday to Friday inclusive, and the hours of labor each day shall be worked in uninterrupted succession. It is understood and agreed, however, that the Company has the right to require employees to work on Saturday. In case of Saturday work, the Company shall first offer said work to the employees according to seniority. If not enough employees' volunteer, the Company can assign employees to work in inverse order of seniority, provided the junior employee is capable of performing the work.

(b) Lunchtime shall be as near 12:00 (noon) as possible. However, drivers may be required to take thirty (30) minutes unpaid lunch period between the fourth and sixth hours of duty. After six (6) hours of work, the driver may at his option take a twenty (20) minute paid lunch break after obtaining the approval of the Employer.

(c) All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1½) the normal rate.

(d) Time and one-half (1½) the normal rate shall be paid for work performed on Saturday. Work performed on a Sunday and holiday shall be paid for at the double time rate.

(e) All Transit Mix Drivers shall be given a starting time no later than 9:00 AM each day including Saturday, except that from November through April the staring time shall be no later than 10:00 AM. An employee who actually reports for work in compliance with the above guidelines shall be entitled to a minimum guarantee of not less than four (4) hours work or pay from November through April, and not less than eight (8) hours work or pay from May through October. The foregoing guarantees do not apply in the event of rain, sleet, snow or other Acts of God; then the hours paid will be time worked.

Employees can be scheduled for work in either of the two following methods:

1) Prior Day Booking. At the end of any workday the Company can book any number of employees for work on the following day by assigning each such employee a specific starting time. Said assignment will be made in order of seniority subject to the senior employee's ability to perform the required work. The Company has the right to cancel

such a booking for any reason by giving telephone notice to the effected employees at least one (1) hour prior to the employee's assigned starting time.

2) Will Call. Employees can also be booked for work on the following workday by being placed on "will call" status at the end of any workday. Employees placed on such "will call" status shall be available at a designated phone number from one (1) hour prior to and three (3) hours after their scheduled tentative starting time to receive final order to report for work. If the Employer is unable to reach the employee at the designated phone number during the designated hours, the employer may "go around" the employees and book the next available employee. An employee who was not available at the designated phone number during the designated hours shall have no claim for pay or work.

An employee who actually reports for work in compliance with the above guidelines shall be entitled to a minimum guarantee of eight (8) hours work or pay.

(f) Transit Mix Drivers shall in usually stormy weather, phone for instructions prior to reporting for work. Employees reporting in person rather than by telephone shall be paid two (2) hours at the straight time rate Monday through Friday and time and one-half on Saturday and double time on Sunday and holidays.

(g) An employee who reports for work on a Saturday in compliance with the above guidelines shall be entitled to a minimum guarantee of four (4) hours of work or pay.

(h) If the employees are requested to report to work on Sundays or holidays, they shall receive at least two (2) hours' pay at the double time rate for reporting.

(i) Hourly rates of pay:

EFFECTIVE DATE	MAY 1, 2012	MAY 1, 2013	MAY 1, 2014	MAY 1, 2015
INCREASE	$.00	$.20	$.20	$.20
CLASSIFICATION	HOURLY RATES OF PAY			
Transit Mix Drivers	$22.80	$23.00	$23.20	$23.40
Front End Loader	$22.80	$23.00	$23.20	$23.40
Batchmen	$22.80	$23.00	$23.20	$23.40
Sand & Gravel	$18.82	$19.02	$19.22	$19.42

All employees on the payroll as of April 30, 2006 shall receive the wage rates listed above.

(j) New Hires:

Throughout their first year of employment, employees shall receive a minimum of 80% of the regular hourly rate in effect on the date of hire.

Throughout their second year of employment, employees shall receive a minimum of 85% of the regular hourly rate in effect on the anniversary of their date of hire.

Throughout their third year of employment, employees shall receive a minimum of 90% of the regular hourly rate in effect on the anniversary of their date of hire.

At the commencement of their fourth year of employment, employees shall receive 100% of the current hourly rate.

The Company reserves the right to evaluate the performance and experience of new hires. In the exercise of its sole discretion, the Company has the right to pay a newly-hired driver the established contract rate if the Company so desires. It is agreed that the Company's decision in such matters is not reviewable in arbitration.

(k) Should the Company in the exercise of its discretion establish a second shift, the designated starting time for which is 4:00 PM or later, any employees working on that second shift shall receive a premium of $2.00 per hour for all hours actually worked. If not enough employees bid for the second shift, employees can be required to work in the inverse order of seniority.

ARTICLE XV
MISCELLANEOUS

(a) The Employer shall not require an employee to leave the yard or garage to operate or work upon a vehicle, which is defective in condition, or equipment which is overloaded, or without sufficient rest or in violation of any law or ordinance and shall protect the employee with Workmen Compensation Insurance as required by law.

(b) Employees shall be allowed one-half hour for meals each day. No employee shall be requested to take a meal period until he has completed four (4) hours on duty.

(c) The Employer shall not require as a condition of employment that any employee purchase any vehicular equipment.

(d) Any employee requesting to book-off shall notify the Employer at the end of his tour of duty and shall book himself back on duty the day before and before the office closes, except in case of sickness or injury. Disciplinary action may be taken for any employee failing to comply.

(e) All physical examinations when required by the Employer whether it be Federal, State, or any other examination and performed under the Employer's direction shall be paid for by the Employer.

(f) When an employee is required to appear in court, for the purpose of testifying not as a plaintiff or claimant, because of any accident he may have been involved in during working hours, such employee shall be reimbursed in full by the Employer for all earning opportunity lost because of such appearance, provided the employee is not charged and convicted of criminal negligence.

(g) Business Agents of the Union shall have reasonable access to the Employer's place of business during working hours, but will not interfere with production.

ARTICLE XVI
HEALTH & WELFARE

(a) Commencing with the **1st** day of **May, 2011** and for the duration of the collective bargaining agreement between Teamsters Local Union 170 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Local 170 Health & Welfare 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:

Effective **May 1, 2011** for each hour or portion therefore, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, J.G. MacLellan Concrete shall make a contribution of **$8.2125** to the Teamsters Local 170 Health & Welfare Fund. The Employer's contribution shall not exceed a contribution of **$6.57** per hour or a maximum obligation of **$262.80** per week; the employee shall pay **$65.70** per week co-pay or **$1.6425** per hour up to forty hours per week.

Effective **January 1, 2012** for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, J.G. MacLellan Concrete shall make a contribution of **$8.5625** to the Teamsters Local 170 Health & Welfare Fund. The Employer's contribution shall not exceed a contribution of **$6.85** per hour or a maximum

obligation of **$274.00** per week; the employee shall pay **$68.50** per week co-pay or **$1.7125** per hour up to forty hours per week.

Effective **January 1, 2013** for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, J.G. MacLellan Concrete shall make a contribution of **$8.9125** to the Teamsters Local 170 Health & Welfare Fund. The Employer's contribution shall not exceed a contribution of **$7.13** per hour or a maximum obligation of **$285.20** per week; the employee shall pay **$71.30** per week co-pay or **$1.7825** per hour up to forty hours per week.

Effective **January 1, 2014** for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, J.G. MacLellan Concrete shall make a contribution of **$9.2625** to the Teamsters Local 170 Health & Welfare Fund. The Employer's contribution shall not exceed a contribution of **$7.41** per hour or a maximum obligation of **$296.40** per week; the employee shall pay **$74.10** per week co-pay or **$1.8525** per hour up to forty hours per week.

Effective **January 1, 2015** for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, J.G. MacLellan Concrete shall make a contribution of **$9.6125** to the Teamsters Local 170 Health & Welfare Fund. The Employer's contribution shall not exceed a contribution of **$7.69** per hour or a maximum obligation of **$307.60** per week; the employee shall pay **$76.90** per week co-pay or **$1.9225** per hour up to forty hours per week.

Effective **January 1, 2016** for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, J.G. MacLellan Concrete shall make a contribution of **$9.9625** to the Teamsters Local 170 Health & Welfare Fund. The Employer's contribution shall not exceed a contribution of **$7.97** per hour or a maximum obligation of **$318.80** per week; the employee shall pay **$79.70** per week co-pay or **$1.9925** per hour up to forty hours per week.

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 (1) 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.

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 an 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 for forty (40) hours shall not be paid for a period of more than twelve (12) months.

Any increase in hourly contribution to be paid by employees with pre-tax dollars under a Section 125 Plan to be implemented by the Company.

(b) The Employer agrees to the Teamsters Local 170 Health & Welfare Fund Declaration of Trust dated April 11, 1954 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.

(c) The parties agree that the Plan adopted by the Trustees of the Fund shall all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contribution made to the Fund as a deduction for income tax purposes.

(d) 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 Fund and adherence to the requirements of this section of the Agreement regarding coverage and contributions, such audit may, at the option of the Trustees be conducted by an independent certified public accountant.

If the Employer shall fail to make contributions to the Fund by the twentieth (20th) day following the month during which the employee performed work or received pay or were due pay within the scope of this 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 have been under reported and/or underpaid, falls 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 this Agreement, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting there from. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' 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 provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the 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 the delinquent Employers.

(e) No oral or written modification of this section regarding the Fund 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 Agreement and covered by this section or upon the Trustees of the Health and Welfare Fund.

Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the 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, shall be required to post a performance bond to satisfy the second delinquency and/or any further delinquencies during the term of this Agreement.

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 to the Fund.

All employees are expected to check the list each month and immediately notify the Local Union if proper contributions have not been paid on their behalf.

Failure of employees to check the list does not relieve the Employer of any and all liabilities hereunder.

ARTICLE XVII
PENSION
STANDARD PARTICIPATION AGREEMENT

1) The undersigned Employer and Local Union certify that the following provision is a part of their collective bargaining agreement regarding pension or retirement benefits and contributions for all employees performing work within the scope of and/or covered by the collective bargaining agreement between the Employer and the Local Union, and in the event of any conflict between these provisions and other provisions of such collective bargaining agreement, the terms and conditions set forth below shall prevail with respect to pension contributions and coverage:

PENSION

(a) This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

(b) Commencing with the **1st** day of **May, 2011** and for the duration of the current collective agreement between Teamsters Union Local 170 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and 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:

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 Employee shall make a contribution of **$5.29** to the New England Teamsters and Trucking Industry Pension Fund but not more than **$211.60** per week for any one employee from the first hour of employment in such week.

Commencing with the **1st** day of **May, 2012** the said hourly contribution rate shall be **$5.82,** but not more than **$232.80** per week for any one employee.

Commencing with the **1st** day of **May, 2013** the said hourly contribution rate shall be **$6.40,** but not more than **$256.00** per week for any one employee.

Commencing with the **1st** day of **May, 2014** the said hourly contribution rate shall be **$7.04,** but not more than **$281.60** per week for any one employee.

Commencing with the **1st** day of **May 2015** the said hourly contribution rate shall be **$7.74,** but not more than **$309.60** per week for any one employee.

For purposes of this section, each hour for which wages are paid or due, or any portion therefore, 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 payment shall be made at the amount set forth above. 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 an employee is injured on the job, the Employer shall continue to

pay the required contribution 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.

(c) The Employer agrees to and has executed a copy of the New England Teamsters and 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.

(d) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and 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.

(e) 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 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 section 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 and Trucking Industry Pension Fund.

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 underreported and/or underpaid, 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 this Agreement, any provision of this collective bargaining agreement to the contract 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 attorneys 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.

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 and trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officers 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.

(f) No oral or written modification of this section 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 section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

2. The parties agree that this Standard Participation Agreement shall be considered a part of the collective bargaining between the Local Union and the Employer and that no other agreement between the Employer and Local Union regarding pensions, or retirement is in effect or will be effective during the period covered by the collective bargaining agreement.

3. The expiration date of the present collective bargaining agreement between the Employer and Local Union is **April 30, 2016**. Copies of any renewal or extension agreement shall be furnished promptly to the Pension Fund, and if not consistent with the Standard Participation Agreement and/or Mandatory Contract Language or both required by the trustees, such non-conformity may be used by the Trustees as a basis for the termination of the participation of the Employer as a contributing employer to the Fund.

TEAMSTERS LOCAL UNION 170

BY: James R. Fiori

James R. Fiori

DATE: November 14th 2012

BY: Michael Horman

Michael Horman

J.G. MACLELLAN CONCRETE COMPANY

BY:

John G. MacLellan

DATE: 11-14-12

ARTICLE XVIII

SEPARABILITY AND SAVINGS PROVISION

If any article or section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or

enforcement of any Article or Section be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or any Rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal and economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE XIX
JURY DUTY

Upon presentment of proof of actual service, any employee called to serve as a trial or grand jury shall be reimbursed for any loss of regular wages sustained during the first three (3) days of said duty.

ARTICLE XX
TERMINATION

This Agreement shall take effect on and all changes with respect to wages and conditions shall be effective from **May 1, 2011** and shall remain in full force and effect through **April 30, 2016** at midnight and shall then and therefore renew itself from year to year unless either party hereto gives written notice to the other party, not less than sixty (60) days prior to the date of expiration of a desire to change or amend the terms and conditions hereto.

TEAMSTERS UNION LOCAL 170

BY: James R. Fiori
James R. Fiori

DATE: November 14th 2012

BY: Michael Horman
Michael Horman

J.G. MACLELLAN CONCRETE COMPANY

BY:
John G. MacLellan

DATE: 11-14-12