



**AGREEMENT**

**-Between-**

**TEAMSTERS LOCAL UNION NO. 25  
International Brotherhood of Teamsters**

**-And-**

**Boston Sand & Gravel Co.  
(Drivers)**

**For the Period**

**May 1, 2012 through April 30, 2015**

**Sean M. O'Brien  
President/Principal Officer**

**Mark A. Harrington  
Secretary-Treasurer**

**Printed & Assembled by  
Teamsters Local 25  
Office Staff**

**READY MIX CONCRETE**

**WAGE SCALE AND AGREEMENT**

By and between BOSTON SAND AND GRAVEL CO. hereinafter called "Employer" and the READY MIXED CONCRETE DEPARTMENT of LOCAL UNION 25, affiliated with the International Brotherhood of Teamsters hereinafter called the "Local".

**RECOGNITION**

The Employer recognizes the Local as the bargaining agent for the employees in the classifications listed in Article VIII, and the Local agrees to use all reasonable efforts to promote the business of the Employer.

In order to promote full productivity among employees and in order to enhance the competitive position of the Employer, it is agreed that every possible effort will be encouraged by the Union and Management to obtain greater productivity among employees and greater working opportunities for employees. In this spirit, any employee who for reasons deemed by the Union and management to be legitimate, elects not to load or drive a fully loaded vehicle, shall be entitled to wages which shall reflect his reduced productivity, example, an employee electing under this paragraph to drive or load only three quarters of a particular load shall be entitled to three quarters of the wages called for in this agreement.

ARTICLE VIII

WAGES

The wages for Chauffeurs and Plant Men under this Agreement shall be as follows:

5/1/13	5/1/14
\$31.71	\$32.21

ALL EMPLOYEES HIRED AFTER MAY 1, 1985 SHALL BE PAID AS FOLLOWS:

Throughout their first six (6) months of employment, employees shall receive 70% of the regular hourly rate.

Throughout the following seventh (7) through the twelfth (12) months of their employment (i.e., months 7 through 12), employees shall receive 80% of the regular hourly rate.

Throughout the following thirteenth (13) through the twenty-fourth (24) months of their employment (i.e., months 13 through 24), employees shall receive 90% of the regular hourly rate.

After completing twenty-fourth (24) months of employment (i.e., beginning in the 25th month), employees shall receive 100% of the regular hourly rate.

The Employer agrees that whenever the Business Representative of the Local makes the request, they will produce to him their full and total payroll of their employees who are covered by this Agreement, for his inspection.

*DMB* *any*  
An employee hired after May 1, 2012, shall go through the current progression system until reaching \$25.00 per hour, and then remain at that rate for the duration of this agreement.

## ARTICLE IX

### INSURANCE

It is also agreed that effective on the execution hereof the Employer will provide insurance benefits for the employees covered by this Agreement, and their dependents, as described below, including \$50,000.00 Life Insurance and \$50,000.00 Accidental Death Policy on each covered employee, and it is further agreed that the Employer will continue to provide the above insurance for any employee who is laid off for a period of ninety (90) days; unless he is employed by some other employer. An employee who is laid off for a period longer than ninety (90) days and whose insurance has been terminated and is called back to work shall have his insurance reinstated in any month in which he works fifty (50) or more hours and after completing one hundred fifty (150) hours or more in any three (3) month period the employee's right to the ninety (90) day layoff benefit shall be restored.

It is also agreed that the Employer signing this Agreement will provide further insurance for the employees covered by this Agreement that will entitle the employees to a payment of \$600.00 a week for a period of twenty-six (26) weeks because of sickness or non-occupational accident. This short term disability coverage commences after an eight (8) work day waiting period, and terminates in the event of layoff at the end of the month in which the employee is laid off.

In addition to the above, it is agreed that effective May 1, 2007, ninety cents (\$.90) per hour shall be paid into the Construction Teamsters Health and Welfare Fund administered by six (6) Trustees, three of whom shall be Employer Trustees and three shall be Union Trustees. Effective May 1, 2008, this contribution shall be increased to ninety cents (\$.90) per hour. Effective May 1, 2009, this contribution shall be increased to ninety-five cents (\$.95) per hour. Effective May 1, 2010, this contribution shall be increased to ninety-five cents (\$.95) per hour and Effective May 1, 2011, this contribution shall be increased to one dollar and zero cents (\$1.00) per hour. The purpose of said Fund shall be to provide Dental and Optical care of the employees, and their families, who are covered by this agreement. The contributions described in this paragraph shall be paid on all hours of which an employee receives pay, figured to the nearest quarter hour and an overtime hour shall be considered as a single contribution hour. But in no event shall the Employer be obligated to make contributions for more than 2,080 hours in any calendar year for any one of his employees.

After ninety (90) days of employment, employees shall become immediately eligible for the foregoing health insurance coverage.

The foregoing health insurance coverage for employees who are sick or injured off the job shall continue for up to thirteen (13) weeks, and said coverage for employees who are injured on the job shall continue for up to twenty-six (26) weeks, but in no event shall coverage continue for a period any longer than a cumulative total of twelve (12) months in any twenty-four (24) month period.

Current health insurance coverage under the Boston Sand & Gravel Co. Medical Benefits Plan will continue with the following changes:

- i) the allowance for annual physical examinations shall be \$150.00 per person for employees and dependents, and shall include one mammogram and one pap smear per year for each female employee or female dependent, and shall also include additional pap smears and mammograms if medically necessary and pursuant to doctor's orders.
  - ii) establish annual maximum coverage of \$20,000 and lifetime maximum coverage of \$40,000 for combined In-patient Mental/Nervous Disease and Substance/Alcohol Abuse,
  - iii) establish annual benefit of \$750.00 for Acupuncture and \$750.00 for Chiropractic Care,
  - iv) establish lifetime benefit of \$1,000.00 for Temporomandibular Joint treatment,
  - v) include coverage for Hospice and Home Health Care,
  - vi) establish pre-certification for inpatient Mental/Nervous Disease and Substance/Alcohol Abuse and for Organ Transplants.
  - vii) Pharmacy Plan. (i) \$15.00 per prescription for Generic drugs; (ii) \$25.00 per prescription for Preferred Brand Name drugs, (iii) \$40.00 per prescription for Non-Preferred Brand Name drugs;
- (iv) mail order option: Generic \$25.00, Preferred \$35.00, Non-Preferred \$55.00.

Effective May 1, 1994, employees shall be required to contribute toward the cost of Health Insurance under a Section 125 plan. The Employee contribution shall be payable entirely through payroll withholding, with the contribution due for any week in which the employee does not receive pay being made up when the employee returns to work or receives pay. The gross amounts of said employee contributions shall be as follows: Any employee hired on or after May 1, 2007 shall contribute at the Family rate.

	Family	Individual
5/1/12	\$72.00	\$35.35
5/1/13	\$74.00	\$36.35
5/1/14	\$76.00	\$37.35

## ARTICLE X

### PENSION FUND

This pension article shall supersede and prevail over any other inconsistent provisions or article contained within this Agreement.

Commencing with the first day of May, 2012, and for the duration of the current collective bargaining agreement between Local Union No. 25 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 Employer shall make a contribution of (\$6.81) to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the first day of May, 2013, the said hourly contribution rate shall be (\$7.49) to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1St to December 31St.

Commencing with the first day of May, 2014, the said hourly contribution rate shall be (8.24) to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st..

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.

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

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 and 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.

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.

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 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 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.

ARTICLE XVIII

TERMINATION AND NEW AGREEMENT

The terms and conditions of this Agreement shall continue in force and bind both parties from the date of execution thereof, to April 30, 2015, and notice in writing by the party who desires a change in the existing Agreement shall be given sixty (60) days prior to the expiration of the Agreement. No strike or lockout shall be declared pending the sixty (60) days notice above provided for, and no strike or lockout shall be declared thereafter, pending reasonable negotiations for a new Agreement. Both parties agree to exercise diligence to expedite the negotiations for a new Agreement, and negotiations shall commence by March 1, 2015.

Notwithstanding the expiration date specified above, the Company has the right to reopen this contract after three (3) years if the Company feels the need to address issues related to the health insurance provided by this Agreement. On or after October 1, 2013, but no later than October 31, 2013, either party may reopen this agreement for renegotiation over any condition. If so re-opened and not thereafter extended by mutual agreement of the parties, this contract will expire on October 31, 2013.

BOSTON SAND & GRAVEL CO.

Dean M. Boyle Jr.

8/31/12

Date

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\_\_\_\_\_

Date

TEAMSTERS LOCAL UNION NO. 25

[Signature]

6/25/12

Date

[Signature]

Business Agent

Date 6/22/12