

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DAUPHINAIS CONCRETE, INC.

AND

TEAMSTERS, LOCAL 170

FOR THE PERIOD COVERING

DECEMBER 1, 2020 - NOVEMBER 30, 2025

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AGREEMENT entered into by and between **TEAMSTERS UNION LOCAL 170** of Worcester County, Massachusetts, affiliated with the International Brotherhood of Teamsters, and **DAUPHINAIS CONCRETE, INC.**

WITNESSETH: This Agreement as to hours, wages and working conditions is entered into by and shall be binding upon both parties hereto, their successors and assigns, until terminated as hereinafter provided.

ARTICLE 1
UNION RECOGNITION

Item 1. The Company recognizes the Union as the sole and exclusive bargaining agent for its employees at, from and to its plants in connection with the preparation of aggregate and the delivery of sand, gravel and the maintenance of equipment, and such other duties as may be incidental to its concrete mix and bituminous mix business, including the yard men and dispatchers. This Agreement shall not, however, apply in any respect to any employee of the Company who is outside of the concrete mix, bituminous mix, and sand and gravel operation.

Management will maintain oversight of the daily dispatching up to and including filling in when needed.

Item 2. As a condition of employment, all such employees must be or become and remain members in good standing of the Teamsters Union Local 170 during the life of this Agreement.

Item 3. All employees hired hereafter shall signify their intention of joining the Teamsters Union Local 170 on the thirtieth (30) day and must become and remain members in good standing during the life of this Agreement.

Item 4. All new employees shall be hired on a sixty (60) calendar days' trial basis and shall work under the provisions of this Agreement, within which time they may be dismissed without protest by the Union. On the sixtieth (60) day of trial period they 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 and ninety-two (192) hours during his sixty (60) days' trial period.

Per mutual agreement between the Company and the Union, the sixty (60) day period may be extended an additional thirty (30) days.

Item 5. When the Employer needs additional men, 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.

Item 6. All yard and plant operations solely within the confines of any specific yard or plant covered herein shall be performed exclusively by employees covered by this Agreement.

ARTICLE 2
STEWARDS

Item 1. The Employer recognizes the right of the Union to designate a steward, who is selected from the Company seniority list and 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 provision of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages 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 stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Item 2. The steward has no authority to take strike action, or any other action interrupting 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. 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.

Item 3.

- a. Stewards shall be entitled to use the Company phone for union business and shall also be able to handle grievances during company time. Such time shall be documented and provided to the office no later than the first working day of each month for the preceding month.
- b. The steward shall be the first man to report for work, Monday through Friday, at his option, provided he is capable and qualified, by the Employer.
- c. The Business Agent or Secretary-Treasurer reserves the right to remove the steward for the good of the Union.

ARTICLE 3
HOURS OF WORK AND OVERTIME

Item 1. Seven (7) days shall constitute a week's work from Sunday through Saturday, 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 a rate of time and one-half.

Item 2. All work performed on Saturdays, Sundays and holidays shall be paid for at one and one-half times the normal rate as specified in this Agreement.

Item 3. Employees who are instructed to report, and do report for work on Saturday, shall receive four (4) hours work or pay. Saturday work will be based on a strict seniority list.

Item 4. Preference shall be given to employees in the order of their seniority to the work available from Monday through Friday, inclusive, provided they are qualified and capable to perform the work required.

Item 5. In inclement weather employees who are instructed to report, and do report, shall receive not less than four (4) hours work or pay for reporting. If the employee works more than four (4) hours he/she will have an eight (8) hour guarantee.

Employees shall be paid from the time they leave the garage until they return to same garage.

Item 6. No more than one-half (1/2) hour shall be deducted for meal times in any one tour of duty. Meal times must be given from the hours of 11:00 a.m., and concluded by 1:30 p.m., but no employee covered by this Contract shall be required to take time out for lunch until he has worked a minimum of four (4) hours.

Item 7. An employee shall be notified of a layoff at the end of his tour of duty except for an Act of God, fire, utility failure, rain, sleet or snow.

Item 8. All employees shall be allowed two (2) coffee breaks of fifteen (15) minutes each, one in the a.m. and one in the p.m. at the direction of the Employer.

Item 9. When bids are requested on ready mixed and bituminous concrete requiring night work, the Union and the Company will sit down and mutually agree to a schedule for that project. A second shift will be allowed for work under this Agreement with starting time to be designated by the Employer.

Item 10. During the months of December, January, February, March, and April employees reporting to work shall be guaranteed four (4) hours work. Recall time shall continue to be 9:00 a.m., but the starting time shall be no later than 10:00 a.m.

Item 11. End of Day Procedure to Determine Availability for Last Loads: To be considered for end of the day load, the driver must be watered up and be ready to load. The most senior driver

ready to load will be offered the load. If he refuses, the next most senior driver who is ready to load will be offered the load. A ticket will only be given out when it is ready to load. Once the ticket is given out, the driver may not refuse nor can he be bumped off the load.

Item 12. When the Company receives a premium for contracted Night Shift/Special Opening work, the employees shall receive an additional \$3.00 per hour. Employees will be notified of premium pay work when the work is scheduled; qualified employees will be offered premium pay work in order of the master seniority list. Management reserves the right to choose what plant will be scheduled and which mixer the driver will be assigned to for the Night Shift/Special Opening work. This premium will be paid to Drivers/Batchers/Mechanics/Dispatchers.

ARTICLE 4
HOLIDAYS

Item 1. The recognized paid holidays shall be:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas
- Personal (2)

Any employee required to work on any of these holidays mentioned above, shall be compensated for all time worked on the basis of time and one-half (1½) in addition to his holiday pay, and the hours worked must be included in the accumulated hours per week.

Item 2. Employees shall be paid for each recognized holiday or the day celebrated as such, on the basis of eight (8) hours at their straight time rate which shall be included in the accumulative total hours per week, provided the employee works their scheduled day before and their scheduled day after the holiday.

Item 3. Any regular employee laid off after December 1st shall suffer no loss of his holiday pay for Christmas and New Year's, and he shall be compensated for these days on the basis of eight (8) hours pay at the regular rate, on the Company's first pay day in the following April, for these holidays, if he is still in the employ of the Company.

Item 4. Any employee who selected his vacation in any week in which any of the paid holidays fall, shall receive in addition to his forty (40) hours vacation money, an additional eight (8) hours for his holiday pay at the straight time rate.

Item 5. When requesting a personal day, a seven (7) days' advance written notice is required, and approval will be granted by seniority order subject to the restrictions in Article 6, Item 9.

ARTICLE 5
SENIORITY

Item 1. Employees seniority shall commence as of their most recent date of employment.

Item 2. Preference shall be given to employees older in service in the order of their seniority 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.

Item 3. The principle of seniority shall be recognized with respect to retention, layoff, and the rehiring of employees in work in which they are qualified to perform.

In the event that work becomes slack and a layoff is necessary, employees will be laid off in the inverse order in which they were hired, that is, the employees last hired shall be first laid off. When rehiring takes place, those employees laid off last shall be rehired first provided they are qualified to perform the work which may be available.

Item 4. 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
- c. if he is on a bona fide 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.

Item 5. An employee shall lose all seniority rights:

- a. if he quits his job
- b. if he is discharged
- 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 to work within three (3) days. A laid-off employee is defined as an employee who has not been notified of a starting assignment for five (5) consecutive working days.
- e. if he fails to stay in good standing with the Union by failure to pay his dues.
- f. if, due to injury or illness, he has not returned to his regular duties after two (2) years.

- g. if he is receiving a pension from the New England Teamsters & Trucking Industry Pension Fund.

Item 6 Employees laid off during December 1st through March 31st will maintain their seniority but will be required to accept work and must be re-employed in the order of their seniority after April 1st when the work is available provided they did not choose the voluntary layoff or a leave of absence. No later than November 1st, an employee may request, in writing, a leave of absence for entire period from December 1st to March 31st. The Employer shall respond to request no later than November 15th. If approved by the Employer, a copy shall be sent to the Union Office. No more than three (3) employees may be granted a leave of absence in any one (1) year. Any employee who was on a leave of absence or who was on a layoff as of March 31st of a given year will be returned to work, in order of seniority, on or after April 1st based on the needs of the company. In no event will an employee who was on a leave of absence or a layoff displace an employee who was working while the other employee(s) were on a leave of absence or layoff.

Item 7 The Company agrees that it will make available to the Union office, no later than May 15th of each year, a complete seniority list with the date of hire of each employee set forth, and the Company, upon request by a Business Agent or the Secretary-Treasurer of the Union will supply at other times during the year, a copy of any revised seniority list.

Item 8. An employee shall be notified at the end of his tour of duty whether work will be available the next day, except for an Act of God, fire, or utility failure. In the event of no starting time, the most junior employee shall be the first laid off and rehiring shall be inverse order of seniority. During the winter months December 1st through April 30th, recall shall remain at 9:00 a.m. with a starting time of 10:00 a.m.

Item 9. A seniority list shall be posted on the bulletin board each May 15th and every sixty (60) days thereafter of which a copy will be sent to the Local Union.

ARTICLE 6
PAID TIME OFF
(Vacation and Sick)

Item 1. Employees who have been on the Employers payroll for one (1) year and who have worked at least one hundred thirty-five (135) days during that year, including any absence resulting from the performance of duties under this Agreement, shall be entitled to one (1) weeks' vacation with pay in each year to be taken during the vacation period provided in this Article. In subsequent years, all employees must work a minimum of sixty (60) days to qualify for vacation.

Item 2. Employees going on vacation shall receive all their vacation pay in advance.

Item 3. Any employee who is discharged or who quits after January 1st shall receive the vacation allowance due him at the time of termination.

Item 4. As of the effective date of this agreement, all employees will work under the below agreed vacation schedule and be paid forty (40) hours at their regular rate of pay.

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

Employees with five (5) years of completed service shall be entitled to two (2) weeks' vacation with pay.

Employees with eight (8) years of completed service shall be entitled to three (3) weeks' vacation with pay.

Item 5. Employees with two weeks or less vacation must take their vacation between January 1st and December 31st.

Employees with a third week of vacation must take that third week during the winter months (January 1 through April 30th or the month of December.)

Employees who earn three weeks' vacation per year may carry over one (1) week of vacation only (not one week each year) which must be used before April 30th of the following year.

Item 6. The vacation schedule must be posted by the Employer not later than December 1st to allow employees in the order of their seniority to make their vacation selection. The schedule shall remain posted for thirty (30) days, after which time it will be taken down. Employees in the first fifty percent (50%) from the top of the seniority list must make their selections within the first fifteen (15) days after posting. The balance of the seniority list must make their selection in the remaining fifteen (15) days. At the time of the submission, it will be the employee's responsibility to notify the Employer of any additional days off that may be needed to extend vacation. (Example: Saturday before/Monday after). Any employee failing to make their selection during such period shall be assigned to whatever vacation period may be open.

Item 7. Upon discharge by the Employer or quit by the employee, earned vacation time and pay shall be included in all final wage payments. In case of death of an employee who is eligible for vacation, vacation pay due such an employee shall be paid to the employee's estate.

Item 8. An employee who selects his vacation in any week in which any of the paid holidays fall, shall receive in addition to his forty (40) hours vacation money, an additional eight (8) hours for his vacation pay at the straight time hourly rate.

Item 9. For the purpose of vacation bidding there shall be three separate classifications:

1. All mixer drivers, dump truck drivers and yard men.
2. All batchers and dispatchers.
3. Mechanics.

Not more than eight percent (8%) of the employees in a single classification shall be out on vacation at any one time. When calculating the eight percent (8%) the Company will use the round up/down rule. (Example: 2.5 or more = 3; 2.4 or less = 2).

Item 10. Separate checks for each week of vacation shall be given each employee.

Item 11. Notwithstanding any of the above provisions, in an employee's first year of employment only, he or she will be able, starting on his or her 90th day of employment, to borrow against the vacation time he or she is earning for use in the second year if the purpose for accessing the vacation is a qualified sick leave, as defined in the Mass. Earned Sick Leave law. Similarly, where an employee in his or her second through fifth years of employment has a qualifying sick leave incident (under the earned sick leave law,) he or she may borrow against his or her vacation days to be used in the subsequent year if he or she would not otherwise have a total of at least forty (40) hours of accrued time off to access that year. In no event will an employee be able to access paid vacation leave faster than it is actually accrued.

Item 12.. Employees shall have the option of breaking up one (1) week of vacation into single day increments.

Item 13. An employee may earn four (4) additional personal days per year. These additional personal days are earned based on the employee maintaining perfect attendance during the specified period as follows:

One day is earnable from January 1 – March 31, to be used by April 1 – June 30.

One day is earnable from April 1 – June 30, to be used by July 1 – September 30.

One day is earnable from July 1 – September 30, to be used by October 1 – December 31.

One day is earnable from October 1 – December 31, to be used by January 1 – June 30 of the next year.

Any earned perfect attendance days not taken within the prescribed period, will be allowed to be rolled into the next prescribed period or paid out at the employee's option . The employee's option is required to be in writing delivered to the Employer prior to the first day of the next prescribed period. If the employee's option is not received in writing by the Employer by the first day of the next prescribed period, it is assumed that the employee elected to have the earned day roll into the next prescribed period. If they are not used by the end of the second prescribed period, they will be paid out on the next payroll period after the end of the second prescribed period.

These additional personal days are earned based on the employee maintaining perfect attendance during the specified period and the employee must have worked a minimum of 160 hours in the specified period. Perfect attendance is defined as reporting to the plant no later than ten (10) minutes after requested starting time each day. In order to maintain perfect attendance when an employee calls out sick, the employee upon returning to work must present a doctor's note or use an available Vacation/Sick Day to excuse the time while the employee called out sick.

ARTICLE 7
DEATH IN THE FAMILY

Item 1. In the event of a death in the employee's immediate family, i.e., father, mother, spouse or child, it is recognized by all parties that the employee may need time off to attend the funeral service from the day of the death to the day of the funeral. If any 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 five (5) days, excluding Sundays and paid holidays. In the event of the death of the employee's sister, brother, grandchild, mother-in-law, father-in-law, sister-in-law or brother-in-law, a maximum of three (3) days shall be permitted with pay within the same terms and conditions set forth above."

Item 2. It is further agreed that in the event of a death of a grandfather, grandmother, legal guardian, the employee shall have one (1) day off to attend the funeral, with pay, exclusive of overtime.

ARTICLE 8
JURY DUTY

Item 1. Any regular full time employee who serves on jury duty shall be entitled to the difference in earnings between the pay received as a juror and his normal five (5) day or forty (40) hour earnings, provided however, that such employee shall make himself available for work at all times during such week that he is not required to serve on the jury on any particular day. The Employer agrees to pay such amount that may be due upon presentation of proof by the employee.

Item 2. In the event an employee is in a laid off status and he is called to serve on the jury for any days that a junior man is put to work while he is serving on jury, he shall be compensated in the difference in the pay which he receives as a juror and the amount the junior man earned that day.

ARTICLE 9
CHECK-OFF

Item 1. The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and/or uniform assessments, and agrees to remit to said Local all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is out on vacation, out sick, or for any other reason, and is not on the payroll during the week in which the deduction is made, it shall be the employee's responsibility to pay his dues and assessments personally to the Union or steward.

Item 2. Credit Union - The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the New England 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 employee's earnings shall be less than the amount authorized for deductions.

ARTICLE 10
GENERAL PROVISIONS

Item 1. If an employee is a witness in any court proceedings in which the Employer is a defendant, said employee shall receive eight (8) hours pay for each day that he appears in court, provided his required appearance is not a result of his own misconduct or negligence.

Item 2. The Employer agrees to cooperate toward the prompt settlement of all employee on-the-job injury claims with his insurance company.

Item 3. Employees entering the military service of the United States Government shall be granted all seniority and re-employment rights and privileges as provided for by law.

Item 4. No employee shall be required to pay for any damage to equipment unless such loss or damages shall have been caused by his own negligence or improper act.

Item 5. When an employee is injured on the job and he has been instructed by the Company doctor or his supervisor or foreman to cease work for that day, he shall be guaranteed a minimum of eight (8) hours pay for the day injured.

Item 6. The Business Agent or Secretary-Treasurer of the Union may remove any member from the job who refuses to pay his dues to the Union or who violates the provisions of this Agreement.

Item 7. The Employer shall furnish suitable uniforms for full time garage mechanics, five (5) changes per week, winter and summer changes. The cost of uniforms and cleaning shall be paid for by the Employer.

Item 8. Uniforms shall be turned in for replacement as necessary, and will be the property of the Employer, and will be turned in at the request of the Employer or on termination of employment.

Item 9. All mechanics who require tools shall be allowed an annual tool allowance of \$500.00 per year and payment shall be made May 1st of each year. This allowance shall only be paid to full-time mechanics and lead fabricators. This specifically does not include helpers.

Item 10. All physical examinations when required by the Employer or U.S. Department of Transportation, or any other federal or state agency and performed under his direction shall be paid for by the Employer. The Employee shall be paid one (1) hour straight time for the time spent during the physical. The Employer at his option may designate the examining physician. The employee, at his option, may elect to have his own physician perform the examination. If an employee elects to see his own physician, the employee will be responsible for the physician's fee and, if follow-up exam(s) are required, the employee will follow up with the same physician who

first performed the exam and the follow-up fees will also be the responsibility of the employee. All drivers and mechanics shall have current CDL driver's license and medical examiners certificate on file at the Employer's office.

Item 11. Overloads - Employees shall not be held responsible for operating overloaded vehicles provided the employee is loaded at the Employer's plant or instructed to overload the truck by management. In all other cases, the employee shall be held responsible and bear all loses as a result. Whenever a driver is deemed not responsible and is penalized because of such overload, the Employer shall bear all costs in connection with such overload penalty and shall pay all damages and assessments against the employee, including accrued overtime for delay, and/or any lost earning opportunity that the employee might suffer. In the event the employee shall suffer a revocation of his chauffeur's license because of the violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee at not less than his regular earnings at the time of revocation of license, for the entire period of revocation of license, and the employee shall be reinstated to his previous assignment held prior to revocation of driver's license, after his driver's license is restored.

Item 12. A payroll savings plan will be established for the optional use of the employees at the New England Teamsters Federal Credit Union.

Item 13. The Employer will use Union employees available to operate the water truck in order to comply with EPA and local regulations.

Item 14. The Employer will use Union employees available to drive a pickup truck for the purpose of obtaining supplies and/or parts.

Item 15. While management of the company will direct employees work and will tell them where and when to perform their duties, the Union expressly acknowledges and agrees that in the absence of a member of management, employees will be assigned work by one or more of the following four (4) position holders: Dispatcher; Batchter; Mechanic; Lead person in a special project. Failure of an employee to perform work as directed by one of these four people in the absence of management will be considered insubordination and will constitute grounds for discipline or discharge.

Item 16. Chris and Paul Dauphinais reserve the right to perform any work duties covered by this contract as long as a qualified member to perform such duty is not denied the work opportunity. The Company agrees not to use this to circumvent the contract.

ARTICLE 11 **PROTECTION OF RIGHTS**

Item 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 involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including

the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

ARTICLE 12
MAINTENANCE OF STANDARDS

Item 1. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

Item 2. During the term of this Agreement or any renewals thereof, the Employer shall not directly or indirectly operate, maintain or conduct any establishment or place of business, or cause any establishment or place of business to be operated or maintained or conducted where the effect thereof is to render the terms of this Agreement inapplicable for the purpose of evading the terms of this Agreement.

Item 3. The Employer agrees not to enter into any agreement or contracts with his employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 13
WAGES

Item 1. The payroll period shall run from Sunday to Saturday with pay day no later than Friday of the following week.

Item 2. Rates of pay for all regular employees shall be as follows:

(Per contract year: The year 1 increase shall go into effect on the day immediately following the union's ratification of the collective bargaining agreement.)

December 1, 2020:	\$25.00 per hour
December 1, 2021:	\$25.75 per hour
December 1, 2022:	\$26.40 per hour
December 1, 2023:	\$27.00 per hour
December 1, 2024:	\$27.60 per hour

New employees hired after shall be paid at the rate of \$3.00 less than the hourly rate of pay that is in effect for the first six (6) months and \$1.50 less per hour for the second six (6) months. After one (1) year, new employees will go to the full rate. Experienced drivers may be accelerated at the Employer's discretion.

Spare employees may be hired to replace absent employees or supplement the regular work force for an unlimited number of hours. Spares hired shall be paid at the rate of \$3.00 less than the hourly rate of pay that is in effect and then after one (1) year spares will go to the full rate. Experienced drivers may be accelerated at the Employer's discretion.

ARTICLE 14
SEPARABILITY AND SAVINGS PROVISION

If any article or section of this Agreement or of 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 should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of 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.

ARTICLE 15
HEALTH & WELFARE FUND

Commencing with the first day of December 2020 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:

Employees' contribution rate will be frozen at \$2.15 per hour to a maximum of 1,800 hours for the duration of the contract. All annual increases listed below will be paid by the Employer.

Commencing on the first day of the contract, the Employer shall contribute to the respective Health and Welfare Funds \$11.0125 per hour for all hours worked to a maximum of 1,800 hours per calendar year.

Commencing on the first day of January 2021, the Employer shall contribute to the respective Health and Welfare Funds \$11.4625 per hour for all hours worked to a maximum of 1,800 hours per calendar year.

Commencing on the first day of January 2022, the Employer shall contribute to the respective Health and Welfare Funds \$11.9125 per hour for all hours worked to a maximum of 1,800 hours per calendar year.

Commencing on the first day of January 2023, the Employer shall contribute to the respective Health and Welfare Funds \$12.4125 per hour for all hours worked to a maximum of 1,800 hours per calendar year.

Commencing on the first day of January 2024, the Employer shall contribute to the respective Health and Welfare Funds \$12.9125 per hour for all hours worked to a maximum of 1,800 hours per calendar year.

Commencing on the first day of January 2025, the Employer shall contribute to the respective Health and Welfare Funds \$13.4125 per hour for all hours worked to a maximum of 1,800 hours per calendar year.

For the purposes of this sub-paragraphs, each hour paid for, 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. If an employee is absent because of illness or off-the-job injury for more than one (1) week and notifies the Employer of such absence, the Employer shall continue to make required contributions of 32 hours for a period of not more than four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contribution 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. Hourly contributions to the Health and Welfare Fund must be made for each hour worked by 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. All contributions shall be made at such time and in such manner as the Trustees require. The Employer has a duty to report to the Trustees as required by this Agreement. 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 the accuracy of contributions to the Health and Welfare Fund.

The Employer shall maintain for a period of not less than six (6) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement. The Employer shall furnish such records for audit by the Trust Fund representative upon written request. The Employer and the Health and Welfare fund agree that such audits are expensive and time consuming for the Health and Welfare Fund and the Employer, but the Health and Welfare Fund has no way of knowing the full extent of the Employer's obligation, since the records showing the related employment are in the possession and control of the Employer. If an Employer fails to make contributions to the Welfare Fund within 72 hours after the receipt of a 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 the

attorney's fees and such penalties which may be assessed by the Trustees. 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, may be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

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

ARTICLE 16
PENSION FUND

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement. Similarly, this Article shall be superceded, to the extent it is different, by Appendix A, Standard Participation Agreement to the Restated Agreement and Declaration of Trust of the New England Teamsters and Trucking Industry Pension Fund, provided Employer signs it.

Commencing on the first day of the collective bargaining agreement, and for the duration of this collective bargaining agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters & Trucking Industry Pension Fund, Alternative Schedule of Benefits and New Employer Withdrawal Liability Pool, 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 worked or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, commencing on December 1, 2020 the Employer shall contribute \$3.20 per hour to the New England Teamsters & Trucking Industry Pension Fund for all hours worked to a maximum of 2,080 hours per calendar year.

For each hour worked or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, commencing on the first day of December 2021 the Employer shall contribute \$4.00 per hour to the New England Teamsters & Trucking Industry Pension Fund for all hours worked to a maximum of 2,080 hours per calendar year.

For each hour worked or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, commencing on the first day of December 2022 the Employer shall contribute \$4.75 per hour to the New England Teamsters & Trucking Industry Pension Fund for all hours worked to a maximum of 2,080 hours per calendar year.

For each hour worked or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, commencing on the first day of December 2023 the Employer

shall contribute \$5.45 per hour to the New England Teamsters & Trucking Industry Pension Fund for all hours worked to a maximum of 2,080 hours per calendar year.

For each hour worked or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, commencing on the first day of December 2024 the Employer shall contribute \$6.15 per hour to the New England Teamsters & Trucking Industry Pension Fund for all hours worked to a maximum of 2,080 hours per calendar year.

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 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.

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 restated and amended, and ratifies the selection of the Employer Trustees now or hereafter service 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 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 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 under-reported 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 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 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.

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 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.

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.

All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have such access thereto an exact copy of the remittance report form of contributions sent to the fund.

ARTICLE 17 GRIEVANCE

A "grievance" is defined as a dispute with reference to the interpretation or application of an express 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 five (5) working days of the occurrence which gave rise to the grievance, the employee with or without 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 on the one hand, and the designated Employer representative on the other.

Step 3: Should the parties fail to adjust the grievance in Step 1 and Step 2, either the Employer or the Union may refer the matter to arbitration under the rules of the Tri-State Arbitration. 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. No post hearing briefs shall be submitted by either party and the arbitrator will have no more than thirty (30) days upon completion of the hearing to make his decision which he will submit copies to both parties. The cost of the arbitration shall be equally shared by the parties. Each party shall bear the expense of its own presentation. In the event either party fails to abide by the arbitrator's decision and award within ten (10) days, the other party shall have the right to all legal and economic recourse.

ARTICLE 18
DUMP TRUCK/TRAILER DRIVER

There shall be a separate seniority list for the classification of dump truck/trailer driver. All existing qualified drivers will be allowed to bid into the positions of available dump truck/trailer driver on December 1, 2020. The December 1, 2020 bid will be considered an "initial bid." All employees securing a spot in the initial bid will be dovetailed based upon their seniority into the dump truck/trailer driver classification with the employees currently in those positions. All employees bidding into the dump truck/trailer driver classification will be required to remain in classification for one (1) year. If no current employees bid the position, the Company will have the right to hire new drivers to fill the positions. After the initial bid, dump truck/trailer driver positions will only be bid if additional spots are opened through the purchase of new equipment or attrition of the workforce in the dump truck/trailer driver classification.

Existing drivers will have the opportunity to bid one (1) of the three (3) swing driver positions. The swing drivers will hold seniority in the dump truck/trailer classification and may be utilized in the redi-mix classification when there is work available, but only after all employees in the redi-mix driver's classifications have first been offered the work.

Redi-mix drivers bidding into the dump truck/trailer driver classification will retain a one (1) time retreat right back into the redi-mix classification with full seniority.

The Company and Union agree that no employees will work across classifications with the exception of the three (3) floating positions noted above.

ARTICLE 19
D.R.I.V.E.
DEMOCRAT REPUBLICAN INDEPENDENT VOTER EDUCATION
STATE OF MASSACHUSETTS

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage.

On a monthly basis the Employer will transmit the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck to the Local 170 Drive Fund. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

ARTICLE 20
YARD ATTENDANT DUTIES

Requirements: Massachusetts Hoisting License, DOT Health Card

Starting time shall be no later than Monday – Friday 8:00 AM, Saturday 8:00 AM (Seasonal). Management reserves the right to change start times based upon daily needs. Any changes to the start time will be notified no later than 5:00 PM the preceding day.

Yard attendant may operate dump trucks, mixers and tractors on site for yard duties/projects, but will not be allowed to operate said vehicles on road for work duties.

Rate of pay will be \$4.00 less than mixer rate. (Current employees bidding into the position of yard attendant will maintain the mixer rate of pay, including all annual wage increases.)

Douglas Plant Duties:

1. All duties associated with block production including cleaning of pad areas.
2. Cleaning of any trash on site including maintaining trash cans.
3. Sweeping of applicable yard areas
4. Mowing of lawn areas (if applicable) and pulling of spraying of weeds.
5. Cleaning and washing of yard equipment (loader, skid steer, etc.)
6. Assisting batch personnel with their associated cleaning and work duties when needed.
7. Aiding in snow removal services and cleaning of trucks.
8. Adding of material at transfer ramp to trucks for specific pours. (Chemicals, fiber, color, micro silica, etc.)
9. Maintaining, cleaning and organizing of all storage rooms, lab areas, plant areas, etc.
10. Maintaining and cleaning of washout pit areas

11. Cleaning and painting of plants when needed.
12. Watering of yard areas for dust control.
13. Cleaning of windows in office areas and batch plants.
14. Additional duties as they arise from time to time.

Bellingham Plant Duties:

1. All duties associated with block production including cleaning of pad areas.
2. Cleaning of any trash on site including maintaining trash cans.
3. Sweeping of applicable yard areas.
4. Mowing of lawn areas (if applicable) and pulling or spraying of weeds.
5. Cleaning and washing of yard equipment (loader, skid steer, etc.)
6. Assisting batch personnel with their associated cleaning and work duties when needed.
7. Aiding in snow removal services and cleaning of trucks.
8. Adding of material at transfer ramp to trucks for specific pours. (Chemicals, fiber, color, micro silica, etc.)
9. Maintaining, cleaning and organizing of all storage rooms, lab areas, plant areas, etc.
10. Assisting in the maintaining and cleaning of washout pit areas.
11. Making of color with color machine and preparing for use in Bellingham or for transportation to Douglas.
12. Sweeping of garage floors and assisting with cleaning of garage.
13. Watering of yard areas for dust control.
14. Cleaning and painting of plants when needed.
15. Cleaning of windows in office areas and batch plants.
16. Cleaning of areas around crushing plant.
17. Additional duties as they arise from time to time.

ARTICLE 21
TERMINATION

This Agreement shall become effective 1st day of December 2015 and shall remain in full force and effect until and including the 30th day of November 2020 at midnight, and shall renew itself from year to year under the same terms unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement, of a desire to change, amend or terminate this Agreement.

Teamsters Union Local 170

Shannon R. George
Shannon R. George

Dauphinais Concrete, Inc.

Paul Dauphinais
Paul Dauphinais

Chris Dauphinais President
Chris Dauphinais

Date: 12/3/2020

Date: 12-4-20