

A G R E E M E N T

between

AGGREGATE INDUSTRIES – N.E. REGION, INC.
(LITTLETON AND LUNENBURG LOCATIONS)

and

TRUCK DRIVERS' UNION LOCAL 170
AFFILIATED WITH INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

Effective: February 2, 2014

Expiration: February 1, 2019

INDEX

ARTICLE

I	Recognition and Union Security	1
II	Dues Deduction	2
III	Management Rights.....	3
IV	Union Access and Visitation	4
V	No Strike/Lockout/Boycott Clause	4
VI	Shop Rules	4
VII	Wage Rates	5
VIII	Holidays.....	5
IX	Vacation Benefits	6
X	Overtime and Hours of Work	8
XI	Health & Welfare Fund	11
XII	Bereavement Leave	13
XIII	Credit Union	14
XIV	Military Clause	14
XV	Jury Duty	14
XVI	Seniority	15
XVII	Stewards	17
XVIII	Grievance and Arbitration Procedure.....	18
XIX	Pension Fund	19
XX	Termination of Employment	23
XXI	Loss of License.....	25
XXII	Protection of Rights	25
XXIII	Physical Examination	25
XXIV	Savings and Separability	26
XXV	Scope of Agreement	26
XXVI	Environmental Health and Safety Policy.....	27
XXVII	Duration	28

This Agreement entered into as of this 2nd day of February 2014 by and between Aggregate Industries – N.E. Region, Inc., Lunenburg and Littleton, Massachusetts, hereinafter referred to as the “COMPANY,” “EMPLOYER” and Truck Drivers’ Union Local #170, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the “UNION.”

PREAMBLE

In consideration of the mutual promises of the parties herein contained and of their mutual interests, and recognizing that the Company is engaged in a highly competitive business and that the legitimate interests of the Company and the employees are directly related to the success of the Company, and in order to promote peace within the industry, to ensure harmonious relations between the Company and employees, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes and differences which might arise from time to time, the parties hereto have entered into this Agreement which shall govern the hours, wages and working conditions of the employees in the classifications of work covered by this Agreement.

ARTICLE I

RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all its transit mix drivers at its Lunenburg and Littleton, Massachusetts plants and stock truck/loader position at its Littleton facility, excluding all other employees and supervisors as defined by the National Labor Relations Act.

Section 2. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 30th day following the beginning of their employment or on and after the 30th day following

the effective date of this subsection or the date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

Section 3. The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 4. All new employees shall be hired on a sixty (60) worked days trial basis, within which time they may be dismissed, with or without cause, and without protest. During the trial period, an employee must work a minimum of one hundred and ninety-two hours. After their trial period, they shall be placed on the appropriate seniority list in accordance with their date of hire. Employees who have not completed their probationary period shall not be eligible for fringe benefits (except that the Employer will be obligated to make health and welfare contributions as provided in Article XI and pension contributions as provided in Article XIX).

Section 5. The probationary period shall be measured by time actually worked. Any absences during the probationary period shall not be counted for purposes of completing the probationary period.

Section 6. There are no territorial rights whatsoever for the delivery of any products produced by the Company regardless of where produced or delivered. The Company will retain the exclusive right to determine the plant for production and the unit/truck for delivery.

ARTICLE II

DUES DEDUCTION

Section 1. For the duration of this Agreement, the Company will deduct Union dues monthly from the wages of employees who have completed sixty (60) worked days and who individually authorize such deductions in writing on a form agreed upon by the Company and the Union, which form will be furnished by the Union. Dues will be deducted from the first payroll period of each month. The dues so deducted shall be paid over to the Treasurer of the Union on a monthly basis by the 20th day of each month. Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made, the employee must make arrangements with the Union to pay such dues in advance.

Section 2. For those employees who have completed the thirty (30) calendar days of work, the Employer will deduct the initiation fee on a weekly basis provided that the employee authorizes such deduction in writing. As set forth above, the initiation fee deducted shall be paid over to the Union. If in fact the employee fails to complete 60 calendar days all monies paid for dues and initiation fee shall be refunded by the Union.

Section 3. In case a dispute arises as to whether or not an employee has failed to pay his monthly dues, the Union agrees to save harmless from and indemnify the Company for any liability that may arise from acts of the Company which result from the Company's reliance on a representation of facts by the Union.

ARTICLE III

MANAGEMENT RIGHTS

It is understood that the Company shall have the exclusive control of its operation. Nothing in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management, including, among other things, the direction of the working force; the establishment of methods of operation; the promotion and demotion of employees; the establishment of plans for

increased efficiency; the adoption of standards of performance rate and quality; the right to hire, suspend, or discharge for just cause; the right to select or employ supervisory employees, including foremen and their assistants; the right to transfer or relieve from duty because of lack of work; the right to determine from time to time the number of hours worked per day and per week; the right to establish and enforce reasonable rules and regulations pertaining to personal conduct and deportment of employees; and the right to sell out or transfer, in whole or in part, any of its operations for valid business reasons. The Company agrees that these functions will be exercised in a manner not inconsistent with the provisions of this Agreement.

ARTICLE IV

UNION ACCESS AND VISITATION

Representatives of the Union shall be permitted to enter the Company's place of business during normal working hours to transact such business as is necessary for or with the Company and employees, provided that they first notify the General Manager of the visit and obtain permission from the General Manager, or his designee, which permission shall not be unreasonably withheld, and so long as the Union does not interfere with the efficient operation of the business. The Company may at its option, designate some person to accompany the Union official on its premises. Business Agents will be required to wear all necessary PPE.

ARTICLE V

NO STRIKE/LOCKOUT/BOYCOTT CLAUSE

During the term of this Agreement, the Company will not conduct a lockout and the Union agrees not to strike, or to in any way instigate, participate or encourage a boycott of the Company's product, or to permit its employees to engage in any slowdowns, or work stoppages.

It is further mutually agreed that the Company shall have the unqualified right to take the action it deems advisable, including discipline and discharge, against any

employee engaging in, participating in, encouraging, aiding or abetting any such unauthorized strike, slowdown, walkout or stoppage of work.

ARTICLE VI

SHOP RULES

Employees shall comply with all departmental and Company rules when copies of the same have been made available to them. Once the rules have been posted or otherwise made available to the employee, he or she is conclusively presumed to be bound by them. The Union will receive copies of all such shop rules. If the Union feels a rule is unreasonable they may challenge it through the grievance and arbitration procedure.

ARTICLE VII

WAGE RATES

The straight time or regular hourly rate of pay for all transit mix drivers subject to this Agreement shall be \$23.93 per hour in Lunenburg and Littleton., effective as of February 2, 2014.

On February 2, 2015, the straight time or regular hourly rate shall be \$24.39 per hour in Lunenburg and Littleton.

On February 2, 2016, the straight time or regular hourly rate shall be \$24.73 per hour in Lunenburg and in Littleton.

On February 2, 2017, the straight time or regular hourly rate shall be \$25.17 per hour in Lunenburg and in Littleton.

On February 2, 2018, the straight time or regular hourly rate shall be \$25.59 per hour in Lunenburg and in Littleton.

ARTICLE VIII

HOLIDAYS

Section 1. Subject to the eligibility provisions hereinafter set forth, the following holidays shall be recognized on the Federal observance of that holiday, regardless of the day of the week on which the holiday occurs:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve

Christmas Day

Two Personal Holidays

Veterans will be allowed to take the Veteran's Day Holiday wither as their personal holiday or as a day without pay.

Section 2. Holiday pay shall be paid at the rate of eight (8) hours pay at the employee's regular straight time rate. Such time shall not be counted for the purposes of determining eligibility for overtime pay.

Section 3. New employees shall not be entitled to receive a paid holiday until they have served their probationary period.

Section 4. Employee shall receive holiday pay provided the employee works at least one day during the payroll period in which the holiday falls, and provided the employee works his last regularly scheduled day before and first regularly scheduled day after the holiday. In simple terms, such employees must work the day before and the day after the holiday, except when on vacation.

Section 5. A Personal Holiday must be scheduled at least seven days in advance. No more than one employee at each location shall be scheduled at a time and

it is understood that the Company has the right to deny a request to meet the needs of maintaining an efficient operation.

ARTICLE IX

VACATION BENEFITS

Vacations will be maintained on a Calendar Year basis.

Section 1. An employee will be entitled to one (1) week of vacation with pay after completing twelve (12) months of employment with the Company.

An employee will be entitled to two (2) weeks of vacation with pay after completing three (3) years of employment with the Company.

An employee will be entitled to three (3) weeks of vacation with pay after completing ten (10) years of employment with the Company.

An employee will be entitled to three (4) weeks of vacation with pay after completing twenty (20) years of employment with the Company.

Section 2. No vacation time is accrued or earned until the anniversary of the employment date. Disability and excused absences are counted after probationary period is completed.

Section 3. If a recognized holiday falls within a vacation week, the Company shall pay eight (8) hours of straight time for the holiday in addition to the vacation pay.

Section 4. A week of vacation pay shall consist of forty (40) hours of pay at the employee's regular straight time rate. Employees will receive the vacation pay they have earned prior to the start of their vacation.

Section 5. An employee must work any part of at least eighty-five (85) days during the calendar year in order to accrue any vacation for the following calendar year. During the first year of employment, the employee must work at least one hundred thirty-five (135) days to be eligible for vacation. If an employee does not use their earned vacation on or before 12/31, they will lose it.

Section 6. It is understood that the Company has the right to retain enough employees in each type of work so as to maintain an efficient operation. No more than

10% of employees can be on vacation each week. If Littleton opens back up, it will be no more than 10% per location. The vacation schedule must be posted by the Employer no later than December 1st to allow employees in the order of their seniority to make their vacation selection. Employees can select no more than two consecutive weeks. The schedule shall remain posted for thirty (30) days, after which time it shall be taken down. Employees in the first fifty percent (50%) from the top of the seniority list must make their selection within the first fifteen (15) days after posting. The balance of the board shall make their selection in the remaining fifteen (15) days. Any employee failing to make his selection during such periods shall be assigned to whatever vacation period may be open.

Section 7. Any employee having earned a paid vacation which he has not taken and who resigns with notice (seven days) or is terminated shall be paid for any untaken vacation pay to which he is entitled.

Section 8. A person retiring must be available for work through December 15th in order to receive his vacation pay the following year. However, he may elect to be included in any earlier seasonal layoff and still be so qualified.

ARTICLE X

OVERTIME AND HOURS OF WORK

Section 1. The Company has the right to require overtime from all employees in the operation of its business.

Section 2. Pyramiding of overtime is not permitted.

Section 3. Overtime shall be paid at the rate of time and one half.

Section 4. Five (5) days shall constitute a week's work from Monday through Friday, inclusive, and the hours of labor shall be worked each day in uninterrupted succession, except that employees will take an unpaid lunch of thirty minutes after the 4th hour worked at the Company's direction. All time worked in excess of eight (8) hours per day shall be paid for as overtime at the rate of time and one-half, and the reporting time shall be no later than 10:00 a.m.

All employees shall be entitled to one (1) fifteen (15) minute coffee break in the morning. If an employee works over ten (10) hours in a given day, they will be entitled to a second fifteen (15) minute coffee break as long as they notify dispatch and the break is not taken back in the yard.

Section 5. All work performed on Saturdays and Sundays shall be paid for at one and one-half times the normal rate as specified in this Agreement.

All work performed on holidays shall be paid for at time and one-half.

Section 6. Any work performed on Saturday or Sunday shall be rotated amongst the Company's regular employees provided the employee is qualified and capable of performing the work required on those days.

Any dispute arising as to the interpretation of this rotating system will be settled between a representative of the Company and a representative of the Union.

Section 7. Seniority will determine start times only and the Employer will assign said start times to employees in the order of their seniority from Monday through Sunday inclusive provided they are capable and qualified to perform the work required. Weekend work start times can be rotated per the request of the union made on April 8.

Employees shall be assigned a definite time to report for work and any employee who so reports, unless otherwise advised by 5:30 P.M. the previous day, shall be entitled to their daily guarantee. The schedule will be posted on a telephonic answering machine (or other similar equipment) by 5:30 P.M. the previous day. The employee will be furnished with a toll-free number to access the schedule. It will be the responsibility of the employee to check the schedule on a nightly basis.

In the event of a cancellation of work, the following notice provision shall apply. In the event of a cancelled or postponed booking, the Company agrees to attempt to give employees a two (2) hour notice on cancellation and will record or otherwise memorialize said notice. In the event the Company does not attempt to notify the employee either in person or via telephone, the employee shall be guaranteed 4 (four)

hours work. Except for Rain, Sleet, Snow or other Acts of God, then the hours paid will be time worked.

In the event it is necessary for the employer to call additional employees the following morning the calls will be made in order of seniority. If the senior most employee is not available at the telephone number furnished by the employee, the employer shall call the next senior employee. Upon request, the employer shall provide recorded confirmation of the telephone calls.

Any employee injured on the job shall be guaranteed his respective daily guarantee for the day on which he was injured, provided he goes to a clinic or hospital designated by the Employer, except in case of emergency requiring immediate hospitalization.

Any employee who is assigned to work in any normal work week and who reports at the assigned time shall be entitled to their daily guarantee. In the event that such an employee is not required to drive a truck, he is to do such other work as the Employer may direct. Should the employee, when assigned to report, report late or refuse to work as required, they will not be entitled to the pay guarantees provided by this provision.

Employer may call in additional qualified employees in groups based on seniority.

Section 8. Employees who are instructed to report and do work shall receive not less than four (4) hours' work.

Employees who are instructed to report and do work on Saturday or holidays shall receive not less than four (4) hours' work.

Section 9. The Employer has the right to require overtime from all employees in the operation of its business. If a sufficient number of employees do not accept overtime when it is offered, then the least senior qualified employees in reverse order of seniority will be required to work the overtime until the required number of positions are filled.

Section 10. All employees shall be allowed one (1) coffee break of ten (10) minutes in the morning, at the direction of the Employer.

Section 11. If there is a need for a second shift, the Company will offer second shift start times to available qualified employees by seniority. If the employee chooses not to work the second shift start time, the employee will be scheduled a start time, if available, by seniority for that day according to normal business practices. If an employee chooses to work the second shift, the employee will not be paid back to the start times by location for that given day. Once an employee elects to work a second shift, they will stay on the second shift for the duration of that job. If no employee elects to work the second shift, the Company will retain the right to force employees to work starting from the bottom of the active seniority list as defined by the CBA. Once the job has ended, the employee will not be permitted to work for a period of 10 hours provided that there is an available start time. .

ARTICLE XI
HEALTH & WELFARE FUND

Section 1. Commencing with the 1st day of October 2005 and for the duration of the current collective bargaining agreement and any renewals or extensions thereof the Company 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 at follows:

Section 2. Commencing with the 1st day of January 2014, the Company shall contribute to the respective Health and Welfare Fund the sum of \$9.363 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up for all hours worked for any one employee, and with a maximum of 2,080 hours to be paid in any one calendar year, per employee.

Section 3. Commencing with the 1st day of January 2015, the Company shall contribute to the respective Health and Welfare Fund the sum of \$9.813 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up for all hours worked for any one employee, and with a maximum of 2,080 hours to be paid in any one calendar year, per employee

Section 4. Commencing with the 1st day of January 2016, the Company shall contribute to the respective Health and Welfare Fund the sum of \$10.263 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours worked for any one employee, and with a maximum of 2,080 hours to be paid in any one calendar year, per employee.

Section 5. Commencing with the 1st day of January 2017, the Company shall contribute to the respective Health and Welfare Fund the sum of \$10.713 per hour for each hour figured to the nearest quarter hour for which an employee covered by this

Agreement receives pay for all hours worked for any one employee, and with a maximum of 2,080 hours to be paid in any one calendar year, per employee.

Section 6. Commencing with the 1st day of January, 2018, and based on the current economic proposal, the Employer shall contribute to the respective Health and Welfare Funds up to \$.45 cents per hour, for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours worked, for any one employee, and with a maximum of 2,080 hours to be paid in any one calendar year, per employee. Any amounts greater than \$.45 cents will be borne by the employee and added to their employee portion for their deduction.

Section 7. Employees will pay $\frac{1}{2}$ of any premium increase for every hour worked or paid. The following chart will outline the employee contributions:

Date	Total Contribution	Employer Portion	Employee Portion
January 1, 2014	\$9.363	\$ 7.563	\$1.80 per hour
January 1, 2015	\$9.813	\$ 7.783	\$2.03 per hour
January 1, 2016	\$10.263	\$ 8.013	\$2.25 per hour
*January 1, 2017	\$10.713	\$8.243	\$2.47 per hour
*January 1, 2018	\$11.163	\$8.473	\$2.69 per hour

*For 2017 and 2018, any increases above the amounts listed will be borne by the employee and added to their employee portion for their deduction.

Section 6. For the purpose of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable.

Section 7. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions of thirty-two (32) hours for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

Section 8. Hourly contributions to the Health and Welfare Fund must be made for each hour worked on each regular or extra employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

Section 9. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Company for the purpose of determining all accuracy of contributions to the Welfare Fund.

Section 10. If a Company fails to make contributions to the Welfare Fund within seventy-two (72) hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Company shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees.

Section 11. The Company's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement.

Section 12. The Company and Union, which are signators, hereto ratify the designation of the Company and the Employee Trustees under such Agreement, and ratify all action already taken or to be taken by such Trustees within the scope of their authority.

Section 13. All companies 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 Health and Welfare Fund.

Section 14. Whenever a Company signatory to this Agreement becomes delinquent in contributions owed to the Health and Welfare Fund and the Local Union serves a seventy-two (72) hour notice of delinquency, such Company after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second

delinquency and/or any further delinquencies during the term of this Agreement.

ARTICLE XII
BEREAVEMENT

Any regular employee who suffers a loss through death of either his father, mother, sister or brother, step-parent, shall be granted a leave of absence not to exceed three (3) days (five (5) days for spouse or children) commencing with the day immediately following the day of death, to attend the funeral, for which the employee shall be paid 8 hours for each required day off, providing such days of absence fall on his regular scheduled working days. Under the above terms and conditions, a regular employee who is presently living with his spouse and who suffers a loss, through death, of mother-in-law, father-in-law or grandparents of the employee or spouse, shall be granted a leave of absence not to exceed two (2) days on any one occasion to attend the funeral.

ARTICLE XIII
CREDIT UNION

The Company agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Company written authorization to make such deductions. The amount so deducted shall be remitted to the Local #170 Teamsters Federal Credit Union once each week. The Company 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 XIV
MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended,

shall be granted all rights and privileges provided by the Act. 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.

ARTICLE XV

JURY DUTY

Section 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 the greater of 4 hours or the hours that the employee would have worked up to 8 hours per day for a maximum of 5 days., 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 Company agrees to pay such amount that may be due upon presentation of proof by the employee.

Section 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 the difference of the greater of 4 hours or the hours that the employee would have worked up to 8 hours..

ARTICLE XVI

SENIORITY

Section 1. Seniority is based on length of regular service at the employee's assigned plant and with this Company. Seniority shall be computed from the date of hire. Section 2. The seniority of regular employees will be considered broken, all rights forfeited, and there is no obligation to rehire when the employee:

- a) voluntarily leaves the service of the Company or is discharged for cause;
- b) fails to return to work within the recall period or cannot be located after a reasonable effort on the part of the Company;

- c) has been out of the employment of the Company for lack of work for a period of twelve (12) months or longer;
- d) when an employee does not return on or before the expiration of an authorized absence;
- e) when an employee is out due to health-related reasons for eighteen (18) months;
- f) when an employee is out due to a work-related injury for 18 months;
- g) when he accepts promotion on a job outside of the bargaining unit and remains in the job three (3) months or longer; and
- h) fails to report for work for three (3) consecutive days when working and on seniority list.

Section 3. The youngest employee in length of service shall be laid off first providing the remaining employees are qualified and able to do the work remaining to be done, without benefit of training.

Section 4. If an Employee is recalled to work after a layoff that has lasted ten (10) consecutive work days and fails to report within five (5) consecutive work days. (The Company will notify all employees on recall by certified mail and a copy of such to the Union. The five (5) day period will commence the first day immediately following the date the letter was mailed.

If an employees is recalled to work after a layoff that has lasted five (5) consecutive work days and fails to report to work within three (3) consecutive work days.

It is the employee's responsibility to inform the company if they will not be available at the phone number on record and provide new contact information if needed.

Section 5. The principle of seniority shall be recognized with respect to retention, layoff, and the rehiring of employees in work for which they are qualified to perform.

In the event that work becomes slack and a layoff is necessary, the most junior employee shall be the first laid off and rehiring shall be in the order of seniority, provided they are qualified to perform the work which may be available.

Section 6. No employee shall lose his seniority rights if he is on a bona fide leave of absence. The employee 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.

ARTICLE XVII

STEWARDS

The Company recognizes the right of the Union to designate job stewards and/or alternates. The authority of job stewards or alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b) The collection of dues when authorized by appropriate local union action.
- c) 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:
 - i. have been reduced to writing, or
 - ii. 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 Company's business.

The Company recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Company, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The steward shall be the first person to report for work, Monday through Friday, at his option, provided he is capable and qualified, by the Employer.

The job steward shall be the last employee laid off, irrespective of seniority, provided he is capable and qualified, by the Company.

ARTICLE XVIII

GRIEVANCE AND ARBITRATION PROCEDURE

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

- Step 1. The shop steward must present the grievance in writing, setting forth their contentions in full to the Company within five (5) working days after the reason for the grievance has occurred or the grievance is waived. There shall be no time limit in case of violation of the wage provisions of this Agreement. If a satisfactory settlement is not reached within three (3) working days, then
- Step 2. The business representative of the Union shall then take the matter up with a representative of the Company, or its attorney, with authority to act upon such grievance. A decision must be made within five (5) working days. Employees shall have the shop steward or a representative of the Union present during the discussion of any grievances with a representative of the Company.
- Step 3. If no satisfactory settlement can be agreed upon, the parties shall select a mutually agreeable and impartial arbitrator within 10 days after disagreement. The 10 day time limit may be extended by mutual agreement. If unable to agree, they shall select from a list supplied by the

American Arbitration Association. The expense of the arbitrator selected or appointed shall be borne equally between the Company and the Union. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms or conditions under this Agreement. Both parties agree to accept the decision of the arbitrator as final and binding. The arbitrator shall render his or her decision within thirty days after the hearing is closed.

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

ARTICLE XIX

PENSION FUND

Section 1. This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

Section 2. Commencing with the 2nd day of February 2014, and for the duration of the current collective bargaining agreement between Local Union #170 and the Company, and any renewals or extensions thereof, the Company 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:

Section 3A. LUNENBURG PLANT: Effective February 2, 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, the Company shall make a contribution of \$7.92 to the New

England Teamsters and Trucking Industry Pension Fund but not more than \$316.80 per week (\$7.92 multiplied by forty (40) hours) for any one employee from the first hour of employment in such week.

Effective February 2, 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, the Company shall make a contribution of \$ 8.71 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$ 348.40 per week (\$ 8.71 multiplied by forty (40) hours) for any one employee.

Effective February 2, 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, the Company shall make a contribution of \$ 9.23 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$369.20 per week (\$ 9.23 multiplied by forty (40) hours) for any one employee.

Effective February 2, 2017, 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 Company shall make a contribution of \$ 9.97 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$398.80 per week (\$ 9.97 multiplied by forty (40) hours) for any one employee.

Effective February 2, 2018, 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 Company shall make a contribution of \$ 10.77 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$430.80 per week (\$ 10.77 multiplied by forty (40) hours) for any one employee.

Section 3B. LITTLETON PLANT: Effective February 2, 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, the Company shall make a contribution of \$6.61 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$264.40 per week (\$6.61 multiplied by forty (40) hours) for any one employee from the first hour of employment in such week.

Effective February 2, 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, the Company shall make a contribution of \$ 7.27 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$290.80 per week (\$7.27 multiplied by forty (40) hours) for any one employee.

Effective February 2, 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, the Company shall make a contribution of \$7.71 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$308.40 per week (\$7.71 multiplied by forty (40) hours) for any one employee.

Effective February 2, 2017, 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 Company shall make a contribution of \$8.33 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$333.20 per week (\$8.33 multiplied by forty (40) hours) for any one employee.

Effective February 2, 2018, 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 Company shall make a contribution of \$9.00 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$360.00 per week (\$9.00 multiplied by forty (40) hours) for any one employee.

For both Lunenburg and Littleton, any contribution or other charge to the employer that is greater than 5% in any year will be offset with a deduction from the applicable wage rates. Should any amounts be required by the Trustees or the law during the term of this Agreement, such amounts shall be paid by the Employer and deducted from the regular hourly rate paid to each employee.

Lunenburg

Date	Total Contribution	Employee Deduction
February 2, 2014	\$7.92	\$1.26 per hour

February 2, 2015	\$8.71	\$1.65 per hour
February 2, 2016	\$9.23	\$1.91 per hour
February 2, 2017	\$9.97	\$2.28 per hour
February 2, 2018	\$10.77	\$2.68 per hour

Littleton

Date	Total Contribution	Employee Deduction
February 2, 2014	\$6.61	\$1.05 per hour
February 2, 2015	\$7.27	\$1.38 per hour
February 2, 2016	\$7.71	\$1.60 per hour
February 2, 2017	\$8.33	\$1.91 per hour
February 2, 2018	\$9.00	\$2.24 per hour

Section 4. 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.

Section 5. If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company 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 Company 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.

Section 6. The Company 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 and hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

Section 7. 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 Company at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

Section 8. 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 Company 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.

Section 9. If the Company 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 Company, 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 Company shall be responsible to the employees

for losses resulting therefrom. Also, the Company 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 Company's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

Section 10. 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 Company 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 companies.

Section 11. No oral or written modification of this section regarding pensions and retirement shall be made by the Local Union or the Company, 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.

ARTICLE XX

TERMINATION OF EMPLOYMENT

Section 1. The Company has the right to discipline or discharge any employee for just cause, without notice. Just cause shall include, but not be limited to, the following:

- a) Dishonesty. (Provided that whenever the Company discharges on the grounds of dishonesty, it agrees to supply the Union with the facts pertaining thereto.)
- b) Possession of, use of, or being under the influence of intoxicants or habit-forming drugs (other than a doctor's prescription) while on Company time, Company premises or while operating any Company vehicle.

- c) Allowing unauthorized persons to ride in or on Company vehicles.
- d) Refusal to obey reasonable orders given by the proper authority, provided such orders do not require a violation of the law or subject the employee to serious physical danger.
- e) Willful destruction of property.
- f) Failure to immediately report promptly and honestly all accidents or personal injuries. Employees reporting such accidents or injuries shall keep a copy of all such reports.
- g) Operating or using company vehicles or equipment in an improper and unsafe manner.
- h) Loss of license to operate a motor vehicle.
- i) Serious misconduct which is detrimental to good customer relations.
- j) Repeated tardiness; unexcused absences; and failure to timely notify the Company of absence from work.
- k) Three chargeable accidents within a twelve (12) month period.
- l) Tampering with timecards, including the inaccurate reporting of time worked or punching or altering of another employee's timecard.
- m) Fighting or threatening a customer or another employee shall be grounds for discharge.
- n) Possession of a firearm on Company property shall be grounds for discharge.

Section 2. Prior discipline remains in effect for purposes of progressive discipline purposes for a period of one year provided there is no subsequent discipline during that one-year period. Any arbitrator shall not consider an employee's past record (other than discipline still in effect) in the review of a disciplinary penalty.

Section 3. All disciplinary actions shall be taken within ten work days of the infraction or notice to the Company. The ten day period shall commence upon the occurrence of the latter event.

Section 4. The Company agrees to provide notice to the Union of all written discipline.

Section 5. In the event the Company assesses a penalty of less than discharge, then the penalty shall not be used as a precedent in any subsequent proceeding.

ARTICLE XXI

LOSS OF LICENSE AND MEDICAL CARD

All employees will be responsible for possessing a current valid commercial motor vehicle operator's license. Any employee who operates a Company vehicle with an expired, suspended, or revoked driver's license shall be subject to discharge. In the event the employee shall suffer a revocation of his chauffeur's license because of the violation of any laws by the Employer, except where the employee has been deemed negligent, the Employer shall provide suitable and continued employment for such employee, for the entire period of revocation of license, provided not on layoff, 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. It is the employee's responsibility to ensure their Medical Card and License is not expired. Failure to do so will result in disciplinary action up to and including discharge.

ARTICLE XXII

PROTECTION OF RIGHTS

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 the premises of an employer (other than the Employer) if the employee of such employer is engaged in a primary strike ratified or approved by a representative of such employees whom such

Employer is required to recognize under the Labor Management Relations Act of 1947, as amended.

ARTICLE XXIII

PHYSICAL EXAMINATION

The Company shall pay for any biennial renewal physical examination of drivers required by the Department of Transportation not covered by insurance so long as the Company designates the physician/healthcare provider. If a driver elects to have the physical examination performed by a physician of his choosing, then the driver shall pay for the costs of the physical examination.

ARTICLE - XXIV

SAVINGS AND SEPARABILITY

If an 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 in 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 Item to persons or circumstances other than those 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 set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands.

ARTICLE XXV

SCOPE OF AGREEMENT

All matters subject to negotiation have been negotiated and are covered by the terms and provisions of this Agreement. Matters not expressly covered shall be excluded and shall not be subject to the grievance and arbitration procedure for the duration of this Agreement. There shall be no past practices, arbitrations, and any oral agreements that were not reduced to writing and made a part of the written agreement are no longer in effect.

ARTICLE XXVI

ENVIRONMENTAL HEALTH AND SAFETY POLICY

- The Employer may promulgate and post such reasonable safety and environmental rules and requirements as may be required to maintain a safe and environmentally sound workplace.
- All employees will be subject to the Company's Drug and Alcohol Policy and any revisions thereof.
- The Local acknowledges the Employer's "Light-Duty Policy." Consistent with sound medical advice the employees will cooperate with this policy.
- All vehicles, machinery or equipment utilized in the performance of work under this Agreement shall be equipped with all safety appliances validly required by law. The employees shall report all defects of equipment to the Employer on such forms or in such manner as the Employer may require. The Employer shall take necessary steps to correct any such defects in equipment reported by an employee, and shall take all reasonable steps to insure that working conditions are in compliance with existing laws.
- All safety and environmental violations, including unsafe acts, and violations of the Employer's Personal Protective Equipment (PPE) Policy shall constitute grounds for disciplinary action. Such disciplinary action, depending on the severity of the infraction, shall be progressive including verbal warnings (with notations placed in

the employee's file), written warnings with copies forwarded to the Local Union, and suspension without pay, up to and including termination.

- Unsafe acts or violations of Employer's Safety policies (i.e., lockout/tagout or confined space) that place the employee, co-worker, or others in danger of injury or death, will result in disciplinary action, up to and including termination
- Employees cited for repeated and willful violations of the Employer's Safety or Environmental Policies, or with a pattern of safety or environmental violations, will be subject to disciplinary action up to and including termination.
- The Employer, while maintaining a consistent disciplinary policy, reserves the right to use or modify any and all of these procedures and will base its actions on the severity and circumstances of each individual case.

ARTICLE XXVII

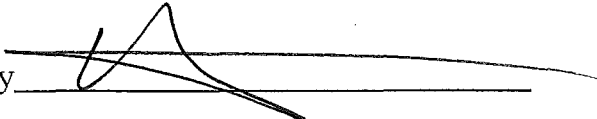
DURATION

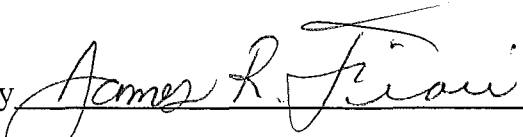
This Agreement shall remain in full force and effect until and including February 1, 2019 and shall automatically renew itself from year to year thereafter unless, prior to February 1, 2019 or any succeeding anniversary of such date, either party serves written notice by certified mail on the other party not less than sixty (60) calendar days prior to any such date that changes are desired therein.


TRUCK DRIVERS' UNION LOCAL
170 AFFILIATED WITH THE

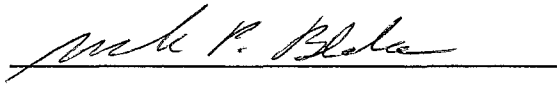
AGGREGATE INDUSTRIES -
N.E. REGION, INC.

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

By 
Rick Winter – Regional HR Manager

By 
Jim Fiori – Business Agent


Pete Maldonado – Area Manager


Mark Blake – Steward Lunenburg

SIDE LETTER AGREEMENT

Aggregate Industries Northeast Region, Inc. ("Company") and Teamsters Local 170 ("Union") have agreed to the following for the Lunenburg Ready Mix location drivers:

1. When a driver from the Lunenburg Ready Mix Plant loads out of a Teamsters Local 25 Plant (Everett, Dorchester or Waltham) to deliver to the 5 cities and towns that are listed in the Teamsters Local 25 Agreement (Boston, Everett, Cambridge, Somerville and Brookline), the driver will receive a \$2.00 per hour wage increase over his contract rate from the time he is ticketed at the Local 25 plant to the time he either; a) returns back to the Local 25 Plant (Everett, Dorchester or Waltham) after their delivery or; b) is told to return back the Lunenburg Plant, whichever comes first. At all other times, the driver shall receive his contractual hourly wage rate.

2. For any deliveries that are made outside of the 5 cities and towns outlined above, the driver will receive his standard contractual hourly rate as outlined in his CBA regardless of what plant he loads from or city he delivers to.

3. This Agreement will become effective upon notification of the ratification of the Teamsters Local 170 Lunenburg Collective Bargaining Agreement and will expire on September 30, 2016. From October 1, 2016, forward, the driver will receive his contractual hourly rate regardless of what plant he loads out of or city he delivers to.

4. The parties agree that this will no longer be a subject of bargaining.

AGGREGATE INDUSTRIES – NORTHEAST
REGION, INC.

Dated: 3/19, 2014

By: 

Its

TEAMSTERS LOCAL 170

Dated: March 19, 2014

By: 

Its Business Agent

MEMORANDUM OF AGREEMENT

The undersigned parties hereby agree that J. G. MacLellan Concrete Co., Inc. (hereinafter "MacLellan" or "the Company") effective November 24, 2015 will assume the collective bargaining agreement formerly in effect between Aggregate Industries and Teamsters Local 170 covering the employees at the Lunenburg plant (2/2/14-2/1/19) subject to the following changes:

1. NAME CHANGE

Delete "Aggregate Industries" wherever it appears and substitute therefor "J. G. MacLellan Concrete Co., Inc."

2. HEALTH & WELFARE

Amend Article XI by eliminating the requirement to contribute to the Local 170 Health & Welfare Fund for all hours worked up to a maximum of 2,080 hours per year, and substituting therefor the requirement to contribute for all hours worked up to forty (40) hours in any one work week, said change to be effective 4/1/2016.

3. PENSION

Amend Article XIX to eliminate all Employee contributions toward the Pension as of 11/24/2015. (In addition, the Company will refund to employees one hundred percent (100%) of all employee contributions toward the Pension withheld by the Company since 11/24/2015, said refund to be made within 14 days of the ratification of this Agreement.)

Further amend Article XIX to provide that the Company will enter the direct attribution liability pool as a new employer and will contribute at the rate of \$8.15 per hour (as specified by the Pension Fund so as to maintain the current accrual value), and to further provide that said contributions shall be retroactive to 11/24/2015.

4. WAGES

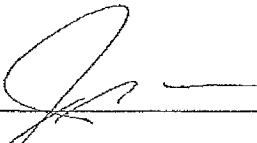
Effective 4/1/2016, amend Article VII to reduce the hourly wage rates listed therein by \$.95 per hour.

5. VACATIONS

Amend Article IX Section 1 to eliminate the fourth (4th) week of vacation for all employees hired by MacLellan on or after 11/24/2015.

J. G. MACLELLAN CONCRETE CO., INC. TEAMSTERS LOCAL 170

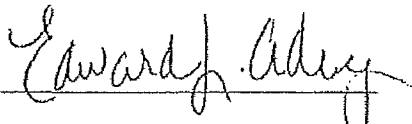
By



John G. MacLellan, President

Dated: 3-21-16

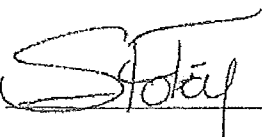
By



Edward J. Adley, Business Agent

Dated: 3-20-16

By



Sean M. Foley, Business Agent

Dated: 3-20-16