

# **AGREEMENT**

**Between**

**ROSENFELD CONCRETE CORPORATION**

**&**

**TEAMSTERS UNION LOCAL 170**

**MAY 1, 2011 – APRIL 30, 2016**

**SECRETARY-TREASURER/PRINCIPAL OFFICER**

**MICHAEL P. HOGAN**

**BUSINESS AGENTS**

**JAMES R. FIORI**

**JAMES R. PETERS**

**EDWARD J. PELOQUIN**

**EDWARD J. ADLEY**

**SHANNON R. GEORGE**

**ROSENFELD CONCRETE CORP.**  
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#### AGREEMENT:

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

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:

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

1.2 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. This Agreement shall not, however, apply in any respect to any employee of the Company who is outside the bituminous mix, transit mix, and sand and gravel operation.

1.3 The execution of this Agreement by the Employer covers all operations of the Employer within, into and out of the territory described, which will be the following plant locations: *Hopedale, Walpole, Ashland, Dedham, Framingham, and Burrilville, Rhode Island.* Any and all operations and work covered herein shall be performed exclusively by the employees covered by this Agreement and Teamsters Union Local 170 will have complete jurisdiction over these locations and plants, and the employees therein.

1.4 When an 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.

1.5 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.

1.6 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 (60th) 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.

However, it is the understanding by the parties to this Agreement that all new hires will not be placed on the seniority list as long as they are filling vacancies in the seniority work schedule such as vacation replacements, worker's compensation, and/or any other authorized leave of absence.

Wherever it is used in this Agreement, the term "regular employee" shall mean only an employee who has qualified for and is carried on the Company's Seniority List.

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

#### ARTICLE 2 - UNION SECURITY:

2.1 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 a 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 thirtieth (30th) day following the beginning of their employment or on and after the thirtieth (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.

2.2 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.

2.3 In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

2.4 No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

2.5 If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement.

#### ARTICLE 3 - PROTECTION OF RIGHTS:

3.1 The Employer shall not enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void. All employees shall work in accordance with this Agreement. The Employer recognizes and acknowledges this Agreement.

3.2 No employee covered by this Agreement shall be requested to attend any meeting at which hours, wages, and working conditions are to be discussed without a Business Representative of the Union being present.

3.3 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 any primary picket line.

#### ARTICLE 4 - SEPARABILITY AND SAVINGS CLAUSE:

4.1 If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of an Article or Section should

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

4.2 In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

#### **ARTICLE 5 – MERGER:**

5.1 In the event that the Company, in its sole discretion, decides to merge the operations of two or more ready-mixed concrete companies and, in its sole discretion, decides to create a single master seniority list for the entity resulting from said merger, then it is agreed that employees shall be placed on said master seniority list in the order of each employee's date of hire with his or her respective company.

#### **ARTICLE 6 - HEALTH & WELFARE FUND:**

6.1 Commencing with the 1st day of May, 2011, and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health & Welfare Funds for each and every employee covered by this collective bargaining agreement for each hour for which said employee receives pay up to a maximum of 2,080 hours to be paid in any one calendar year, as follows:

6.2 Commencing with the 1st day of May 2011, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$7.1625 per hour figured to the nearest quarter hour for all hours worked.

6.3 Commencing with the 1st day of January 2012, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$7.5125 per hour figured to the nearest quarter hour for all hours worked.

6.4 Commencing with the 1st day of January 2013, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$7.8625 per hour figured to the nearest quarter hour for all hours worked.

6.5 Commencing with the 1st day of January 2014, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$8.2125 per hour figured to the nearest quarter hour for all hours worked.

6.6 Commencing with the 1st day of January 2015, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$8.5625 per hour figured to the nearest quarter hour for all hours worked.

6.7 Commencing with the 1st day of January 2016, the Employer shall contribute to the respective Health & Welfare Funds the sum of \$8.9125 per hour figured to the nearest quarter hour for all hours worked.

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

6.9 If a regular employee (as defined in the collective bargaining agreement) 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 the required contributions of thirty-two (32) hours for a period of not more than four (4) weeks. If such a regular employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

6.10 Hourly contributions to the Health & Welfare Fund must be made for each hour worked on each regular or extra employee even though such employee may work as a casual employee under the provisions of this contract, and although contributions may be made for those weeks into some other Health & Welfare Fund.

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

6.12 If an Employer 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 Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees.

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

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

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

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

6.17 Starting with the increase on May 1, 2011, employees will pay one-half (1/2) of any premium increase for every hour worked or paid subject to a limit of the employee contributing at the same percentage as non-union employees contribute for their health coverage, which is currently 23%.

May 1, 2011: 17.5 cents per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee.

January 1, 2012: 35 cents per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee.

January 1, 2013: 52.5 cents per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee.

January 1, 2014: 70 cents per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee.

January 1, 2015: 87.5 cents per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee.

January 1, 2016: \$1.05 per hour worked or paid with a maximum of 2,080 hours to be paid in any one calendar year, per employee.

#### **ARTICLE 7 - PENSION FUND:**

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

7.2 Commencing with the 1st day of May, 2011, and for the duration of the current collective bargaining agreement between Teamsters Union Local 170 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payment to the New England Teamsters & Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

7.3 For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution \$6.56 to the New England Teamsters and Trucking Industry Pension Fund for all hours worked, up to a maximum of 2,080 hours in any one calendar year.

7.4 Commencing with the 1st day of May, 2012, the said hourly contribution rate shall be \$7.22 for all hours worked, up to a maximum of 2,080 hours in any one calendar year.

7.5 Commencing with the 1st day of May, 2013, the said hourly contribution rate shall be \$7.94 for all hours worked, up to a maximum of 2,080 hours in any one calendar year.

7.6 Commencing with the 1<sup>st</sup> day of May, 2014, the said hourly contribution rate shall be \$8.73 for all hours worked, up to a maximum of 2,080 hours in any one calendar year.

7.7 Commencing with the 1<sup>st</sup> day of May, 2015, the said hourly contribution rate shall be \$9.60 for all hours worked, up to a maximum of 2,080 hours in any one calendar year.

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

7.9 If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If such 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.

7.10 The Employer agrees to and has executed a copy of the New England Teamsters & Trucking Industry Pension Fund Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

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

7.12 It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope 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.

7.13 If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20<sup>th</sup>) 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 Unions shall have the right, after an appropriate seventy-two (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 cost of collecting the payments due together with attorneys' fees and such interest, liquidation damages or penalties which the Trustees may access or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration's if such is provided in this Agreement.

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

7.15 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.

7.16 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.

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

7.18 It is the understanding of this Agreement that if the Pension rates are increased for added benefits, a vote shall be taken by the employees in the bargaining unit to decide if the contribution should be increased. If so agreed by majority vote, such added contributions will be paid to the Pension Fund from the wages of the employees. This condition will show the increase needed and will automatically reduce the hourly rate of pay for the corrected amount during the life of this contract.

#### ARTICLE 8 - DISCHARGE AND DISCIPLINE:

8.1 The Employer shall not discharge or discipline any employee without just cause. Just cause for discharge shall include, but shall not be limited to the following infractions:

- a. Possession of, use of, or being under the influence of, (as defined by U.S. Department of Transportation regulations), alcohol or illegal drugs while on Company time or on Company premises or while operating any Company motor vehicle,
- b. Theft,
- c. Insubordination, including the refusal to carry out a direct order from management,

- d. The willful or grossly negligent destruction of any Company property, or repeated negligence,
- e. Fighting with or threatening any fellow employee or customer, or
- f. Being in the possession of any firearm on Company time or Company property.

Should the Company in any particular case assess a penalty less than a discharge, said action shall not be used as a precedent in future cases.

8.2 Minor infractions will be subject to at least one (1) letter of warning before any discharge action is taken. Such letters of warning will remain on file for at least nine (9) months from date of infraction.

#### ARTICLE 9 - GRIEVANCE & ARBITRATION:

9.1 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 designated Employer Representative on the other.

*Step 3* - Should the parties fail to adjust the grievance in Step 1 and 2, either the Employer or the Union may refer the matter to arbitration under the rules of the *American Arbitration Association*. The request for arbitration shall be made by giving notification to the other party in writing ten (10) working days of the date of the written rejection of the grievance at 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 posting 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 shared equally by the parties. Each party shall bear the expense of its own presentation. In the event either party fails to abide by the arbitrators decision and award within ten (10) days, the other party shall have the right to all legal and economic recourse.

9.2 During the life of this Agreement, the Union and the Employer respectfully agree that there will be no strike or lockout of its employees, except as provided above.

#### ARTICLE 10 – MISCELLANEOUS:

10.1 Check-Off of Dues - The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the 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 deductions shall be made that are prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, the employee must make arrangements with the Union to pay such dues in advance.

10.2 Credit Union - The Employer agrees to deduct a certain specific amount 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 Local #170 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.

10.3 Non-Discrimination Clause - The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or handicap/disability as protected by law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age or handicap/disability as protected by law. The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee

because of his/her membership in the Union or because of any lawful activity and/or support of the Union.

10.4 Leave of Absence - Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

10.5 Time Off for Union Activities - The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

10.6 Bulletin Boards - The Employer agrees to provide suitable space for the Union bulletin board in each garage, terminal or place of work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

10.7 Personal Identification - If the Employer requires employees to carry personal identification, the cost of such personal identification shall be borne by the Employer.

10.8 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.

10.9 Court Appearance - 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. It is understood, however, that the employee must report for work if his presence is not required in court.

**10.10 Jury Duty** - (a) 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.

(b) 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 eight (8) hours regular pay.

**10.11 Injury On-the-Job** - 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.

**10.12 Accident Report** - Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee before going off duty and before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on the Company time.

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

**10.14 On-the-Job Injury Claims** - The Employer agrees to cooperate toward the prompt disposition of employee on-the-job claims.

**10.15 Bonds** - Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

**10.16 Examinations** - 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 Employer at his option may designate the examining physician.

**10.17 Death in the Family** - (a) In the event of a death in the employee's immediate family, i.e., father, one (1) father-in-law, mother, one (1) mother-in-law, sister, sister-in-law, brother, brother-in-law, son, daughter, or wife, it is recognized by the 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 three (3) days, excluding Sundays and paid holidays.

(b) 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.

**10.18 Safety Violations** - Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws, and shall be compensated for fines and time lost if summoned to court, etc., because of the same.

**10.19 Overloads** - (a) Employees shall not be held responsible for overloading vehicles. Whenever a driver 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.

(b) In the event an employee shall suffer a revocation of his chauffeur's license because of a violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee with 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.

**10.20** 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.

10.21 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. Uniforms will be Union made.

10.22 All mechanics that require tools shall be allowed an annual tool allowance of \$300.00 per year. Payment to be made on May 1st of each year.

10.23 Doctor's Appointment - Provided the employee has given the Company at least five (5) days notice of his intention to do so, an employee has a right to stop working at 5:00 p.m. in order to go to a doctor's appointment. At the Company's discretion, an employee can be allowed to stop working earlier than 5:00 p.m. In order to avoid any interference with deliveries, the Company has the right to specify when the employee's last load shall be taken out. In addition, it is understood that the employee will not be guaranteed his full workday.

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

#### ARTICLE 11 - MAINTENANCE OF STANDARDS:

11.1 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.

11.2 In the event that the maximum workweek is reduced by legislative act to a point below the regular workweek provided herein, the Agreement shall be reopened for wages only.

11.3 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.

11.4 Outside Equipment - The Company will not rent outside equipment unless all registered equipment is in use or all available drivers on the master seniority list

are working. It is further understood that the decision as to how many trucks to register is one essential to the management of the business enterprise, and that said decision is vested exclusively in the Company.

#### ARTICLE 12 - JOB STEWARDS:

12.1 The Employer recognizes the right of the Union to designate job stewards and/or alternates.

12.2 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:

12.3 The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

12.4 The collection of dues when authorized by appropriate Local Union action;

12.5 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.

12.6 The Employer recognizes these limitations upon the authority of job stewards and their alternates, 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 job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

12.7 Stewards shall be permitted to investigate, present, and process grievances on the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

12.8 The Union reserves the right to remove the steward at any time for the good of the Union through its By-Laws.

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

12.10 Stewards shall be entitled to use the Company phone for Union business and shall also be able to handle grievances during Company time.

12.11 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.

#### ARTICLE 13 - SENIORITY:

13.1 Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement.

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

13.3 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.

13.4 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.

13.5 In the event 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 employee last hired shall be 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. From December through March, however, a percentage of senior employees to be determined by the Company can elect to take a voluntary lay-off provided there are sufficient junior employees available to perform the work available and further provided that the senior employees must report to work if needed.

13.6 No employee shall lose his seniority rights if he performs all things required of him under the conditions set forth in this contract.

13.7 Qualification (Booking Procedure) - (a) It is agreed and understood that it is within the sole and exclusive discretion of the Company to determine whether or not an employee is qualified to perform whatever work may be available. The Company agrees to discuss any dispute over qualifications with the Union. In the event the Union can prove that a specific Company determination regarding qualification was arbitrary and capricious, it can be set aside by an arbitrator.

(b) Consistent with the above, daily booking will continue to be done on the basis of seniority within the following classification: 1) *driver*, 2) *mechanic*, 3) *yardman*, 4) *plant maintenance*. In the event that work within a classification is permanently discontinued, or in the event an employee is laid-off for lack of work and said layoff lasts for a period in excess of six (6) months, then in each instance, the employee shall have the right to exercise his seniority in any other classification in which he is presently qualified to perform all of the work required.

(c) The foregoing reference to classifications does not mean that any employee has the right to pick and choose what work assignments he will perform, or to refuse any work assignment. It is understood that an employee is required to perform any work to which he may be assigned, regardless of whether or not a junior employee is available to perform that work, and regardless of whether or not a junior employee is performing work which the senior employee would rather perform.

13.8 The Company agrees that it will make available to the Union office, no later than December 1st of each year, a complete seniority list with the date of hire of each employee set forth. Upon request by a Business Agent or the Secretary-Treasurer of the Union, the Company will supply at other times during the year, a copy of any revised seniority list.

13.9 An employee shall be notified of a layoff at the end of his tour of duty, except for an Act of God, fire or utility failure. In the event of layoff, the most junior employee shall be the first laid-off and rehiring shall be in inverse order of seniority, no later than 9:00 a.m. of the following day. If recalled after 9:00 a.m., it will revert back to the 9:00 a.m. starting time except as spelled out elsewhere. Employees shall make themselves available for work until 7:30 a.m., but any employee who was not booked the night before will not be disciplined for failing to do so and the Company can call the next man on the list.

13.10 A seniority list shall be posted on the bulletin board each December 1st. Also a copy sent to the Local Union.

13.11 Should the Company take a mechanic out of the shop in order to operate a mixer at a time when all mixer drivers are not booked, the Company shall compensate the senior mixer driver who was not booked with a day's pay (eight (8) hours, four (4) hours December through March) unless the mechanic is taken out after 12:00 noon for a pour in the yard or after 1:30 p.m. for a delivery outside the yard.

13.12 Loss of Seniority - Seniority shall be broken only by:

- a. Discharge
- b. Voluntary quit
- c. Unauthorized leave of absence
- d. If he fails to stay in good standing with the Union by failure to pay his dues
- e. Failure to report for work as follows:

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

- f. Being out of work due to a layoff, illness or injury for more than eighteen (18) months.

13.13 Maintenance of Seniority - No employee shall lose his seniority rights if he performs all things required of him under the conditions set forth in this Agreement, or:

- a. If the employee is laid-off for less than an eighteen (18) month period

- b. If the employee is sick or recuperating from some illness or accident not to exceed eighteen (18) months

- c. If the employee is on a bonafide leave of absence, but 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. The parties agree to grant a one-time only thirteen (13) month absence to any employee who loses his/her license for driving under the influence of alcohol while off-duty. Any second such alcohol-related offense will result in immediate discharge, as will any first offense or positive test involving drugs.

13.14 Seniority List - A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment and a copy shall be sent to the Union showing the names, addresses, phone numbers and dates of hire.

13.15 In the event that a mechanic, yardman, or plant maintenance person decides that he or she no longer wishes to perform such work, then he or she has the right to exercise their seniority for driving work, if available. It is understood, however, that should any such mechanic, yardman, or plant maintenance person so elect to switch to driving work, then he or she forfeits any future right to exercise their seniority to return to mechanic, yardman, or plant maintenance work.

13.16 Right to Refuse Framingham Work - A maximum of five (5) employees working out of Milford shall be entitled, on a seniority basis, to sign a list indicating that they do not wish to be required to punch in at the Framingham/Natick plant. Any employee who signs said list shall forfeit his right to any and all such Framingham/Natick work opportunities for the duration of the Framingham/Natick bid.

13.17 It is understood and agreed that the right to make work assignments is essential to the management of the business enterprise, and that said decisions are vested exclusively in the Company except where expressly modified by the language of this Agreement. The determination that a particular load should be delivered by the employees at one plant rather than another is a matter committed to the sole and exclusive discretion of the Company.

13.18 Framingham & Walpole Plants: It is agreed that:

- a. In the exercise of its sole discretion, the Company may decide to continue to operate plants in Framingham and Walpole
- b. Once each year, all employees on the Master Ronsenfeld Seniority List shall have the right to bid for assignment to the Framingham and Walpole plants. The bid lists will be posted by April 15, and the bidding period will end on May 1.
- c. In the event the Company decides not to operate a plant in Framingham or Walpole, all employees on that list would bump into their rightful spot on the Master Seniority List.
- d. In posting the Framingham and Walpole bid lists, the Company will specify the number of trucks it expects to garage at each plant. In the event the Company decides to garage additional trucks at a plant, or to assign another driver to a plant for an extended period of time, the Company may conduct an expedited (48 hour) bid.
- e. If the Company does not register the full number of trucks specified in the bid list, any Framingham or Walpole employee for whom a registered truck is not available has the right to bump back into his or her rightful place on the Master Seniority List in Milford, and then return to Framingham or Walpole if additional registered trucks are subsequently assigned to that location.
- f. Any Framingham or Walpole employee for whom a registered truck is available but who nevertheless is laid off for 30 consecutive days can, upon request, bump back to his or her rightful spot on the Master Seniority List in Milford, and remain there for the duration of the bid year.
- g. The Company will not batch trucks out of the Framingham or Walpole plants unless all registered equipment in Framingham or Walpole is in use, or all drivers assigned to the Framingham or Walpole plants have been offered a booking. Similarly, the Company will not batch Framingham or Walpole trucks out of the Milford plant unless all registered equipment in Milford is in use or all drivers assigned to the Milford plant have been offered a booking, except that Framingham and Walpole trucks can be batched out of Milford if the truck is present in Milford due to a mechanical problem or a drug test (so long as the load in question is not the last load of

the day which a Milford driver present in the ready line would be available to deliver).

- h. The Company retains all of the operational flexibility regarding the assignment of work, which it has enjoyed in the past. Without limiting the foregoing, it is agreed that the Company has complete discretion to decide which plant is used to deliver any particular load of concrete, and said decisions are not reviewable in arbitration. It is further agreed that trucks garaged at Milford or Framingham or Walpole can operate out of any other plant at which trucks are not garaged at any time without restriction.

#### ARTICLE 14 – VACATIONS:

14.1 Employees who have been on the Employer's payroll for one (1) year and who have worked at least one-hundred and thirty-five (135) days during that year, shall be entitled to one (1) week's vacation with pay in each year to be taken during the vacation period provided in this Article.

The requirement of one-hundred and thirty-five (135) days worked in order to qualify for a vacation applies to each and every year of employment, except that any employee hired on or before August 1, 1986 need work only seventy-five (75) days in order to qualify for one-half (½) a vacation.

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

14.3 Any employee who is discharged or who quits after January 1st shall receive the vacation allowance due him at the time of termination. However, the employee must have worked the required number of days during the previous calendar year as set forth above in order to qualify.

14.4 The vacation schedule for all vacations earned during calendar year 1994 and thereafter shall be as follows:

- (a) Employees with one (1) year of service shall be entitled to one (1) week's vacation with pay.
- (b) Employees with three (3) years of completed service shall be entitled to two (2) weeks' vacation with pay.

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

(d) Any employee who had completed twenty (20) years of service as of January 1, 2007 shall be entitled to receive a fourth (4th) week of vacation, to be taken in January, February or March. No employee hired after August 1, 1986 is eligible for a fourth (4th) week of vacation.

14.5 As specified in Item 1, vacations are to be earned during one calendar year and are to be taken during the subsequent calendar year. For example, an employee who works one hundred thirty-five (135) days (or seventy-five (75) days for those hired on or before August 1, 1986) in one calendar year earns a vacation to be taken in the following calendar year.

14.6 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. 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.

14.7 Upon discharge by the Employer or quit by the employee, earned vacation time and pay shall be included in all final wage payments.

14.8 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.

14.9 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 vacation pay at the straight time hourly rate if he would have been called to work on said holiday.

14.10 Not over eight percent (8%) of the employees shall be out on vacation at any one time but not less than two (2) men.

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

14.12 Upon at least five (5) days' notice, vacation days can be taken one (1) day at a time subject to the limitation on the maximum number of men who can be on vacation at any one time.

#### ARTICLE 15 – HOLIDAYS:

15.1 The recognized paid holidays shall be:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

15.2 To be eligible for pay for any of the above-recognized holidays, an employee must work at least one (1) day during the holiday week, and must work his or her last regularly scheduled day before and first regularly scheduled day after the holiday.

15.3 Any employee required to work on any of these recognized 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.

15.4 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 not be included in the accumulated total hours per week, provided the employee works at least one (1) day during the payroll period in which the holiday falls.

15.5 The only holidays recognized under this Agreement are the holidays named above in 15.1.

15.6 Only regular seniority employees are entitled to the holiday benefit as provided herein.

#### ARTICLE 16 - HOURS OF WORK AND OVERTIME:

16.1 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. All time worked in excess of eight (8) hours per day shall be paid for

as overtime at the rate of time and one-half (1½), and the reporting time shall be no later than 9:00 a.m., except that from November through April the reporting time shall be no later than 10:00 a.m.

16.2 All work performed on Saturdays and Sundays shall be paid for at one and one-half (1½) times the normal rate as specified in this Agreement. All work performed on holidays shall be paid for at time and one-half (1½).

16.3 All Saturday, Sunday, and holiday work shall be rotated amongst the Company's regular employees at the respective plant provided the employee is qualified and capable of performing the work required on those days. However, rotation amongst qualified employees would start over each January 1st of the calendar year.

16.4 It is agreed and understood that when Rosenfeld Concrete has a "bare rental" work opportunity (i.e. rental of a Rosenfeld mixer to some other company for a delivery out of a non-Rosenfeld plant) on a Saturday, Sunday, or holiday, the Company will decide which plant the trucks are to be dispatched from, but the work will be offered to employees according to their seniority on the master seniority list.

16.5 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.

16.6 Employees who are instructed to report, and do work, shall receive not less than four (4) hours work or pay from November through April and not less than six (6) hours work or pay from May through October. The foregoing guarantees do not apply in the event of rain, sleet, snow or other Acts of God in which case the hours paid will be time actually worked, but not less than two (2) hours.

16.7 Employees who are instructed to report and do report for work on Saturday, Sunday, or holiday shall receive four (4) hours work or pay. It will be optional to employees.

16.8 Employees will punch in and out at the work location to which they are assigned that day.

16.9 No more than one-half (½) hour shall be deducted for meal times in any one tour of duty. Meal times will start no earlier than 11:00 a.m. and will conclude 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.

16.10 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.

16.11 All employees shall be allowed two (2) coffee breaks of fifteen (15) minutes each; one in the morning and the other in the afternoon, at the direction of the Employer.

16.12 When bids are requested on ready mixed concrete requiring night work, the Union and the Company will 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.

16.13 The payroll period shall run from Monday to Sunday with payday no later than Thursday of the following week.

16.14 Canceling a Scheduled Booking - Consistent with current practice, the Company agrees to attempt to give employees one (1) hour notice of a cancelled or postponed booking.

#### ARTICLE 17 - WAGES:

17.1 The rate for pay for all employees covered by this contract shall be as follows:

5/1/13	5/1/14	5/1/15
\$ .25	\$ .25	\$ .50
\$22.75	\$23.00	\$23.50

17.2 Special Equipment - (a) Subject to the conditions set forth below, the Employer agrees to pay an additional one time rate adjustment of twenty-five cents (.25¢) per hour to operators of certain special heavy equipment as follows:

- **FRONT END LOADERS OVER 16 CUBIC YARDS**
- **OFF HIGHWAY; 25 TO 85 TONS**
- **OFF HIGHWAY UNITS OVER 85 TONS**



(b) The Employer agrees to pay the foregoing premiums subject to the following conditions:

1. Company will post separate lists annually (for the period January 1st through December 31st) for employees who are capable and qualified as determined solely by the Company to operate the specific equipment listed above.
2. Employees who sign a separate list to operate any of the specific equipment listed above will maintain their position on the Company master seniority list.
3. The Company will determine the number of employees required on each separate list and assign employees by seniority with no right of refusal by the employee.
4. Employees assigned to any of the units listed above shall remain assigned to that unit for the workday as long as work is available for the unit, unless the Company determines that the employee is needed elsewhere.
5. Any employee who operates the above heavy equipment will receive the highest rate of pay for the entire day.

(c) No additional compensation shall be paid for the operation of any equipment other than that listed above. In addition, the individual companies signatory to this Agreement retain all individual rights governing the assignment of employees to operate any equipment other than that listed above, regardless of whether the individual Employer's present system is one of unilateral assignment, separate bid lists, or any other method of assignment. It is also understood that the foregoing categories do not prohibit any individual company from creating additional categories of heavy equipment if a company so desires.

#### ARTICLE 18 - TERMINATION:

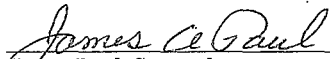
18.1 This Agreement shall take effect on and be retroactive from the 1st day of May, 2011 and shall remain in full force and effect until midnight, April 30, 2016, and shall renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement, of a desire to change, amend, or terminate this Agreement.

#### SIGNATURES:

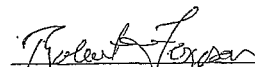
*Teamsters Union Local 170:*

  
James R. Fiori, Business Agent

Date: May 11, 2011

  
James Paul, Steward

*Rosenfeld Concrete Corporation:*

  
Robert Ferguson, General Manager

Date: 5/17/11