



AGREEMENT

-Between-

TEAMSTERS LOCAL UNION NO. 25
International Brotherhood of Teamsters

-and-

AGGREGATE INDUSTRIES-NORTHEAST REGION, INC.
(READY MIX CONCRETE DIVISION)

For the Period

May 1, 2013 through April 30, 2018

Sean M. O'Brien
President/Principal Officer

Mark A. Harrington
Secretary-Treasurer

Printed & Assembled by
Teamsters Local Union No. 25
Office Staff

IMPORTANT

***WHEN LEAVING CRAFT, CONTACT YOUR
SHOP STEWARD OR BUSINESS AGENT
OR THE UNION OFFICE TO REQUEST
A WITHDRAWAL CARD,
OTHERWISE YOU WILL BE REQUIRED TO
CONTINUE PAYING YOUR MONTHLY DUES.***

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**READY MIXED CONCRETE
WAGE SCALE AND AGREEMENT**

By and between Aggregate Industries - Northeast Region, Inc., hereinafter called the "Employer" and the Ready Mixed Concrete Department of Teamsters Local Union No. 25, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Local".

RECOGNITION

The Employer recognizes the Local as the bargaining agent for the employees in the classifications listed in Article VIII, and the Local agrees to use all reasonable efforts to promote the business of the Employer. This Agreement shall apply to all Ready mix drivers, fleet mechanics, and plant employees (batch, plant maintenance and yard employees), specifically excluding supervisors, salesman, dispatchers, confidential employees, safety department, quality control and management employees.

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

ARTICLE I

TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators; executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor or lessor executes a contract or transaction as herein described.

In the event the Employer fails to give notice herein required and/or fails to require the purchaser, transferor, or lessor to assume the obligations of this contract, the

Employer shall be liable to the Union and the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this contract.

ARTICLE II

UNION Recognition and Union Security

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

(b) 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 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later.

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

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

(e) No provisions 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 be first met.

(f) The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the 1st payroll period in each month and remit to the Local Union by the 2nd payroll period of each month. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee is on check-off is not on the payroll during the week in which the deduction is to be made, or has not earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

(g) The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer

of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to Drive Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE III

STEWARDS

The Employer recognizes the right of the Union to designate the job stewards and alternates from the Employer's seniority list.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Employer, or the designated company representative in accordance with the provisions of this collective bargaining agreement;

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

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

- (a) have been reduced to writing, or

- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action, cause a slowdown or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of 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 shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union.

Stewards shall be permitted to investigate, present and process grievances on or off 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. This provision shall not be misused.

Stewards shall be granted super-seniority for all purposes including layoff.

ARTICLE IV

HOURS OF WORK - OVERTIME

It is agreed that the Employer and the employees will abide by the Hours of Service Regulations. The employee will not suffer any loss to the daily guarantee assuming the employee is scheduled and reports to work.

Except to the extent provided for herein, nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum of hours of work per day, per week or per year.

Metro Employees

For Metro employees, except as provided below, all other hours worked shall be paid for at the rate of time and one-half.

The straight time forty (40) hour workweek shall consist of five (5) eight (8) hour days, Monday through Friday, between 5:00 A.M. and 5:00 P.M.

For the months of April through November, there will be an eight (8) hour guaranteed workday. For the months of December through March, there will be a four (4) hour guarantee.

However, this daily guarantee shall not apply on Saturdays, Sundays, and Holidays. Employees assigned to work in Metro on these days shall be entitled to receive five (5) hours work or pay, except between the months of December through March where employees assigned to work on Saturdays, Sundays or Holidays shall receive four (4) hours work or pay.

The starting time for employees, Monday through Friday shall not be later than 9:00 A.M. There shall be a 10 AM start time for Saturdays, Sundays or Holidays. When an employee has to be replaced through no fault of the employer, the substitute employee shall be paid from the time he/she reports.

Suburban Employees

The straight time forty (40) hour workweek shall consist of five (5) eight (8) hour days, Monday through Friday.

For the months of April through November, there will be a five (5) hour guaranteed workday. For the months of December through March, there will be a four (4) hour guarantee.

However, this daily guarantee shall not apply on Saturdays, Sundays, and Holidays. Employees assigned to work in Suburban shall receive four (4) hours work or pay on Saturdays, Sundays or Holidays.

The starting time for employees shall not be later than 10:00 A.M. When an employee has to be replaced through no fault of the employer, the substitute employee shall be paid from the time he/she reports.

All Employees

Employees shall not be required to take more than one half hour for lunch, and the lunch period shall not start before the forth (4th) work hour and must have started before the sixth (6th) work hour of their shift. The parties agree to discuss the lunch language in case it becomes problematic on the employees ability to work longer shifts as a result of the new Federal Motor Carrier Regulations. Employees shall not be required to return to the yard for lunch unless there is a need for their truck at the yard.

Drivers shall be paid from the time they punch in to the time they punch out.

The Employer shall install a time keeping system to be used by the members covered by this Agreement.

No employee may work more than two consecutive shifts without taking eight (8) consecutive hours of rest time.

ARTICLE V

REPORTING TIME - TRAVEL ALLOWANCE

Seniority will determine start times only and the Employer will assign said start times to employees in the order of their Metro or Suburban seniority. Should the Employer violate the principle set forth herein, he shall compensate for the earning opportunity lost that the rates provided herein, those employees affected.

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 cancelled or postponed booking, the Company agrees to attempt to give employees a one (1) hour notice on cancellation. 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.

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.

For any shift that starts after 12:00 AM and before 4:30 AM, the Company will offer start times by either Metro or Suburban seniority to available qualified employees. If the employee chooses not to take the early start time, the employee will be scheduled a start time, if available, by seniority for that day according to normal business practices, unless business requires all employees to work an early start time.

Additionally, if there is a need for a second shift, the Company will offer second shift start times to available qualified employees by Metro or Suburban seniority. Once an employee elects to work a second shift, the employee 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 available qualified employees to work starting from the bottom of the active seniority list as defined by the CBA. 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 the job has ended, the employee coming off the second shift will not be permitted to work for a period of 10 hours and will only be scheduled the following day if there is a start time available commencing after the employee's 10 hours off. Second shift for Metro deliveries will pay an additional \$2.00 per hour and for Suburban deliveries an additional \$1.00 per hour.

Employees not working a second shift will be scheduled a start time, if available, by seniority for each work day according to normal business practices.

Any employee injured on the job shall be guaranteed their 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, they are 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.

When employees are required to travel to temporary plant facilities more than fifteen (15) miles from their regular place of employment, the Local Representative and the Employer Representative shall determine reasonable compensation for the time required to travel to the temporary plant.

ARTICLE VI

HOLIDAYS - SUNDAYS

The following shall be recognized as paid Holidays, and all employees eligible therefore under the following provisions shall be paid eight (8) hours straight time pay for each such Holiday:

New Years' Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Three Personal Holidays

Employees must give the Employer seven (7) days' notice of their intent to take a personal holiday; no personal holidays will be allowed on Fridays and no more than 4% of the active work force can be on personal leave on any given day. Employees hired after May 1, 2007 are eligible for a maximum of two (2) Personal Holidays. Any employee hired after May 1, 2010 will not be eligible for Personal Days

Employees shall be paid for each recognized holiday or the day celebrated as recognized by state or federal government as such, on the basis of eight (8) hours at their straight time rate which shall not be included in accumulative total hours worked per week, provided the employee works at least one (1) day during the payroll period in which the holiday falls, and provided the employee works his last scheduled day before and his first regularly scheduled day after the holiday, except when on a vacation week. All Drivers' holiday and personal days will be paid at their plant bid rate.

All hours worked on a Holiday shall be paid at time and one half the employee's rate of pay in addition to the Holiday pay.

All hours worked on a Sunday shall be paid at the rate of Double Time.

Notwithstanding the provisions of paragraph #2 of this Article, an employee who, having been scheduled or assigned to work on the day before or the day following a paid Holiday, absents himself from work more than once during any calendar year without good cause or adequate certification from a physician regarding an illness or injury shall forfeit his Holiday pay.

ARTICLE VII

VACATIONS

Item 1. All employees must work at least one hundred and thirty-five (135) days during their anniversary year in order to qualify for vacation benefits to be taken the following anniversary year. Time worked will include any absence resulting from the

performance of duties under this Agreement. All vacation time for all drivers will be paid at their plant bid rate.

Item 2. No vacation time is accrued or earned until the anniversary of the employment date. Any employee who is discharged or who quits shall receive any time earned but not used.

Item 3. All new employees hired after the effective date of this Agreement, with one (1) year of service shall be entitled to one (1) week vacation with pay.

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

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

Employees with thirteen (13) years of service shall be entitled to four (4) weeks vacation with pay.

Item 5. Notwithstanding the above, all active members of the seniority list as of May 1, 2007 shall be subject to the following vacation schedule.

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

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

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

Employees with thirteen (13) years of service shall be entitled to four (4) weeks vacation with pay.

Employees with twenty (20) years of service shall be entitled to five (5) weeks vacation with pay.

The summer vacation period shall be between May 15th and October 15th, and the Union Steward, together with the Employer, shall so arrange the vacation schedule.

Those entitled to three (3) weeks of vacation shall take the third week during the winter vacation period.

Those entitled to four (4) weeks of vacation shall take the third and fourth week of vacation during the winter vacation period.

Those entitled to five (5) weeks of vacation shall take the fourth and fifth week of vacation during the winter vacation period.

The winter vacation period shall be from October 16th through May 14th.

For the purposes of this provision, time not worked but paid for as paid Holidays or vacation with pay and time lost because of compensable industrial accident by an employee who has actually worked for the Employer in the one (1) year period since the preceding anniversary of his date of hire shall be counted as if time actually worked.

For each area, Metro and Suburban, the vacation schedule will be posted by the Employer no later than December 1st to allow employees in order of their seniority to make vacation selection. The schedule shall remain posted for thirty (30) days, after which time it shall be taken down. Employees in the first fifty (50%) percent from the top of the seniority for each list must make their vacation 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 their selection during such periods shall be assigned to whatever vacation period may be open.

The number of employees entitled to be on vacation at one time shall be up to 10% of each work force (Metro and Suburban separately).

If an employee does not use their earned vacation on or before their anniversary date, they will lose it. In the event an employee does not use all of their earned vacation prior to their anniversary date as a result of the Company needing the employee to forgo their vacation for legitimate business purposes, the Company shall pay the employee any unused earned vacation (less applicable employment-related withholdings) upon the next pay day immediately following the employee's anniversary date.

ARTICLE VIII

SENIORITY

There will be separate seniority lists for Metro and for Suburban.

A. Seniority rights for employees shall prevail as below provided. All new employees shall be hired on a sixty (60) days trial basis and shall work under the provisions of this Agreement within which time they may be dismissed without protest by the Local. After sixty (60) days 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 ninety-two (192) hours during his sixty (60) days' trial period. If the employee does not work one hundred ninety-two (192) hours during the probationary period, he will be automatically terminated.

B. Subject to paragraph E below, employees shall be laid off and recalled, and work in each classification will be distributed each day, in the order of seniority of the employees in the affected classification except as provided in Paragraph 1, Article IV. It is understood and agreed that where vacancies develop in plant jobs requiring special knowledge or skill, a reasonable opportunity to qualify for such job will be offered to others in the Plant Employee classification in the order of their seniority. It is also understood that in the event jobs in the "Plant Employee" classification are abolished as a

result of a permanent reduction in force occasioned by the elimination of operations, permanent discontinuance of a plant or technological changes, plant employees who qualify to perform "Driver" work will be permitted to go onto the drivers list at the bottom, provided that any plant employee who elects to make such a transfer is permitted to return to the "Plant Employee" classification should a vacancy in such classification occur, in which event the employee will be credited with his previous service in such classification, provided the employee electing to transfer back to the plant employee classification fully understands that he cannot go back to the drivers list unless another permanent shut down occurs.

C. The Employer shall not require as a condition of employment that an employee purchase vehicular equipment. Drivers shall bid Metro Plants by seniority twice per year for four (4) month increments, for April through July and August through November of each year. Employees who successfully bid a Metro Plant will work from either the Dorchester or Everett plant. If the Company chooses to fill a driver vacancy in the Dorchester or Everett plant the most senior available Suburban driver will be offered the work opportunity. From April 1st through November 30th, on any given day when there is only one plant in operation, the Metro and Suburban seniority lists will be combined for that day only. During the winter period, December 1st through March 31st, the Metro and Suburban seniority lists will be combined.

D. An employee who has been laid off for 5 consecutive week days shall be given at least forty-eight (48) hours to report to the job when he is called back to work, without loss of benefits or rights. In the event the employee fails to report within the time specified, he shall lose any benefits and rights he might have with the Employer, and a new employee may be hired. The Local shall furnish temporary drivers, if requested to do so, until the named employee shall report for work. Provided, however, that during the months of January, February and March of each contract year, employees recalled from layoff shall have five (5) consecutive week days from the date of notice of recall to return to work without loss of seniority or other privileges, provided the employee notifies the Employer of his intended date of return within such five (5) consecutive week days period within forty-eight (48) hours of such notice of recall, and provided that the employee in fact returns at such time.

E. If there are any breakdowns or shutdowns during the day, a man whose vehicle is broken down or whose operation is shut down shall go home for the completion of the work day; however, the Employer may assign him to perform other duties. When a vehicle shall be out of service for more than that day, seniority shall prevail on the following day.

F. Discharge and Suspension

The Employer shall not discharge or discipline any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union affected, except that no warning notice is needed to be given to an employee before he/she is discharged if the cause of such discharge is dishonesty, theft or fraud,

drunkenness, physical assault, recklessness or gross negligence resulting in a serious accident or destruction of Company property while on duty, carrying unauthorized passengers, failure to report a known accident, any major violation of the Company's Safety and Environmental policies, insubordination or illegal drug or alcohol intoxication. Prior discipline remains in effect for progressive discipline purposes for a period of one year provided there is no discipline during that one year period.

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done an employee, he/she shall be reinstated and made whole.

Seniority shall be computed from the employee's date of last hiring by the Employer, in or transfer into, the bargaining unit covered by this Agreement and shall be broken for the following reasons:

1. Voluntary Quit
2. Unauthorized Leave of Absence
3. Retirement
4. Laid off for a period of 24 months for current employees and 12 months for employees hired on or after May 1, 2010

- G. Employee is out due to health related reasons for a period of twenty-four (24) months Employee is out due to an approved work related injury for a period of twenty-four (24) months

Employees employed on a permanent full-time basis by other companies, municipalities, state or federal governments shall not be allowed to work for the Employer. In addition, the Employer shall not be responsible for making any further contributions to the Local 25 Teamsters Health and Welfare Fund on behalf of the employee.

- H. During the months of January, February and March, employees laid off for a one (1) week period shall be entitled to a leave of absence upon the approval of both the Union and the Employer. Such leaves of absence shall be granted to those employees first applying for the same and the above mentioned leaves of absence shall be from the time of application to the Company until April 1 of the current year, when all leaves of absence shall automatically be terminated, and the number of leaves of absence shall be limited to the number of employees equal to 20% of the August work force.
- I. An employee of the Company who has been elected or appointed to a full time official position in the Union shall, upon the completion of his term of office, be restored to his former position with the Employer, without any loss of seniority. However, no more than two (2) employees from any one company shall be entitled to his protection.

J. Chipping

Chipping will be scheduled by overall seniority for each area. If a chipping subcontractor is used, our drivers will be used to shuttle trucks if required.

Plant Employees

- A. There are 3 classifications in the Plant Employee Classification. They are batch employees, yard employees and plant maintenance employees, each with its own seniority list. Subject to the rights of existing plant employees, preference will be given to drivers in filling plant employee vacancies.
- B. Plant employees will be allowed to bid Metro or Suburban on an annual basis, January 1 through December 31. Plant employees will stay in their chosen plant, unless a breakdown occurs or other occurrence would require a transfer to another plant or by mutual agreement of the affected parties. If at any time the operation only runs one (1) plant for the day, the most senior qualified Plant Employees will be offered the work, however if more than one (1) plant is open (e.g. Waltham and Everett), the plant employee will report to their annually bid plant location.
- C. If only one plant employee is booked to work Saturday, Sunday or Holidays, the Company will not transfer that person to another plant unless an emergency

arises.

- D. Snow removal if needed in and around the plant will be offered by seniority in the plant employee classification
- E. Shoveling of snow material around various parts of the plant, various greasing and cleaning of dust collectors at all plants covered by this agreement will be performed by plant employees. This also includes poking of material.
- F. Each plant employee will be given the day to day responsibility of the property and surrounding neighborhood. The plant employees will have the responsibility for the efficient operation of the plant, and the appearance of the property and surrounding neighborhood.

The duties listed below by classification will be considered plant employees duties:

Batch Employee primary duties:

- 1. Starting the plant for daily operation
- 2. Batching concrete and loading trucks
- 3. Shut down plant and systems at the end of each day
- 4. Assist the yard and plant maintenance employees if help is required in any of their area's
- 5. Batch Employees duties are not restricted to 1-4.

Yard Employees primary duties:

- 1. Any work that requires the use of the plant loaders.
- 2. Handling 10-9's that are dumped in the yard
- 3. Maintaining washout pits and insuring that pit pumps are not damaged when cleaning washout pits with the machine
- 4. Assist the batch or plant maintenance employees if they require help in any of their area's
- 5. Yard employees duties are not restricted to 1-4.

Plant Maintenance Employees primary duties:

- 1. Plant maintenance work which consists of repairing plant and related equipment.
- 2. Assist the batch or yard employees if they require help in any of their area's
- 3. Plant maintenance employees duties are not restricted to 1-2.

Shared Duties

1. All other duties can be performed by any Local 25 employee under any classification.

If any emergency arises, anyone in any classification can be used to do whatever is necessary to keep the operation going.

- G. As defined in Paragraph "A" there are three classifications. Any member moving from one classification in that category to another classification in that category will go to the bottom of the list while performing those duties. If a replacement is needed in these classifications that replacement will be listed as the most junior employee in that classification for the length of time that they may be needed to perform those duties.
- H. On special work hours, when concrete is to be batched, the need for a yard and plant maintenance employee is not always necessary. However, when more than 65 cubic yards are to be batched, the most senior yard employee available will be offered the work.
- I. The Company will not be required to bring in a plant, yard or plant maintenance employees to work in the event of subcontracting. Subcontracting will include the chipping of the Plant Mixer Drums.

Truck Mechanics

- A. For employees that are on the active seniority list as of April 30, 2007 that are currently in the Truck Mechanic classifications, eight (8) consecutive hours, exclusive of a lunch period, shall constitute a normal's day work. There are no designated start times and the Employer may change start times for legitimate business reasons. For the months of December through March, there will be a four (4) hour guarantee.
- B. The daily guarantee shall not apply on Saturdays, Sundays, and Holidays. Employees that are on the active seniority list as of April 30, 2007 that are currently in the Truck Mechanic classifications who are assigned to work on these days shall be entitled to receive five (5) hours work or pay on Saturdays, Sundays or Holidays, except between the months of December through March where employees assigned to work on Saturdays, Sundays or Holidays shall receive four (4) hours work or pay regardless of the location worked.
- C. Overtime work shall be distributed where possible, provided the employee is available and qualified to perform the work. Management has the exclusive right to determine whether an employee is qualified or not. The parties recognize that there may be overtime job assignments calling for management to assess the need for unique skills, experience and ability, or for the continuation of the specific

assignment involved in the overtime work.

- D. For the purposes of Saturday overtime work, mechanics shall be given the first opportunity to work in the garage. The senior qualified man shall be given the first opportunity to perform Saturday work.
- E. When a regular employee is injured on the job, they shall be guaranteed their daily guarantee for pay of the day injured, provided they are instructed to cease work as a result of an injury, by the employer or their physician.
- F. Company will provide training if available at the Company's discretion
- G. While the Company fully expects to use Local 25 mechanics to service vehicles utilized by Local 25 employees, there may be exceptions.

ARTICLE IX

WAGES

Ready Mix Drivers

The wage increases shall be as follows:

("Metro" Rate):

| | | | | |
|---------|---------|---------|---------|---------|
| 5/1/13 | 5/1/14 | 5/1/15 | 5/01/16 | 5/01/17 |
| \$29.51 | \$29.76 | \$30.06 | \$30.36 | \$30.66 |

("Suburban" Rate):

| | | | | |
|---------|---------|---------|---------|---------|
| 5/1/13 | 5/1/14 | 5/1/15 | 5/01/16 | 5/01/17 |
| \$25.60 | \$25.85 | \$26.15 | \$26.45 | \$26.75 |

(All Drivers Hired after April 30, 2010):

| | | | | |
|-------------------------|---------|---------|---------|---------|
| Date of Ratification | 5/1/14 | 5/1/15 | 5/01/16 | 5/01/17 |
| \$23.00 | \$23.25 | \$23.55 | \$23.85 | \$24.15 |

Retro for new drivers will be based on the .25 cent increase from 05/01/2013 to the date of ratification and the new rate will take effect on the date of ratification

For all Locations:

For employees that were on the active seniority list as of April 30, 2007:

All Drivers will be paid at the "Suburban" Rate.

Metro Area to be defined as: Boston, Everett, Cambridge, Somerville and Brookline.

Metro employees will be assigned to the Metro Plants which are Everett and Dorchester.

Suburban Area to be defined as any delivery that is not within the Metro Area. Suburban employees will be assigned to the Waltham Plant. Any deliveries from any location by any employee (Metro or Suburban) that is not in the Metro Area as defined above will be paid at the Suburban Rate.

Employees, who have bid and are working out of a "Metro" Plant for the designated time periods, will be paid the "Metro" Rate while working and when delivering to the towns/cities of Boston, Cambridge, Everett, Somerville and Brookline. Deliveries to any towns/cities other than Boston, Cambridge, Everett, Somerville and Brookline will be

paid the "Suburban" rate from ticket back to yard. Employees will not have the right to choose their delivery..

All employees when working out of a "Suburban" Plant will be paid at the "Suburban" Rate unless deliveries are made to the towns/cities of Boston, Cambridge, Everett, Somerville and Brookline, in which Drivers will be paid the "Metro" Rate from ticket back to the yard. Employees will not have the right to choose their delivery.

It is the Company's intention to have Metro drivers deliver into the Metro cities and towns before a Suburban driver on a daily basis. However in special circumstances (e.g. customer demands, load rates, specific products, etc.) both the Company and the Union agree that servicing the customer takes precedent and drivers from all locations (Metro or Suburban) can be scheduled accordingly.

For the purposes of this agreement, and with the exception of Boston, Cambridge, Everett, Somerville and Brookline, there will be no territorial rights defined for the delivery of any products produced and/or delivered by the Company. The Company will retain the exclusive right to assign loads.

No outside trucks will be permitted to deliver to the five (5) Metro cities and towns unless all available 25 members are working.

Plant/Yard/Plant Maintenance employees, and Truck Mechanics

Employees in the following classifications: Plant/Yard/Plant Maintenance, Truck Mechanics, will be paid the following hourly rates:

("Metro" Rate):

| | | | | |
|---------|---------|---------|---------|---------|
| 5/1/13 | 5/1/14 | 5/1/15 | 5/01/16 | 5/01/17 |
| \$29.51 | \$29.76 | \$30.06 | \$30.36 | \$30.66 |

("Suburban" Rate):

| | | | | |
|---------|---------|---------|---------|---------|
| 5/1/13 | 5/1/14 | 5/1/15 | 5/01/16 | 5/01/17 |
| \$25.60 | \$25.85 | \$26.15 | \$26.45 | \$26.75 |

(Batchman and Truck Mechanics Hired after April 30, 2010):

| | | | | |
|-------------------------|---------|---------|---------|---------|
| Date of Ratification | 5/1/14 | 5/1/15 | 5/01/16 | 5/01/17 |
| \$24.00 | \$24.25 | \$24.55 | \$24.85 | \$25.15 |

(Yard and Plant Maintenance Hired after April 30, 2010):

| Date of Ratification | 5/1/14 | 5/1/15 | 5/01/16 | 5/01/17 |
|-------------------------|---------|---------|---------|---------|
| \$23.00 | \$23.25 | \$23.55 | \$23.85 | \$24.15 |

Notwithstanding the above, employees that are on the active seniority list as of April 30, 2007 that are currently in the Truck Mechanic classifications, will be at the "Metro" Rate regardless of plant designation.

ARTICLE X

HEALTH & WELFARE

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

b) Commencing with the 1st day of May 2013, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Union 25 Health Services & Insurance Plan (hereinafter referred to as the "Health Plan") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$9.413 to the Health Plan from the first hour of employment, up to a maximum of 2080 hours per year.

The following chart will apply for further increases:

| Date | Total Contribution | Employer Portion | Employee Portion |
|----------------|--------------------|------------------|------------------|
| August 1, 2013 | \$9.413 per hour | \$7.413 per hour | \$ 2.00 per hour |
| August 1, 2014 | \$9.913 per hour | \$7.913 per hour | \$ 2.00 per hour |
| August 1, 2015 | \$10.413 per hour | \$8.413 per hour | \$ 2.00 per hour |
| August 1, 2016 | \$10.913 per hour | \$8.913 per hour | \$ 2.00 per hour |
| August 1, 2017 | \$11.413 per hour | \$9.413 per hour | \$ 2.00 per hour |

The above rates will apply from the first hour of employment, up to a maximum of 2080 hours per calendar year.

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

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 of thirty-two (32) hours per week for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of thirty-two (32) hours for each such week until the 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. If an employee is out of work as a result of illness, off-the-job injury or work related injury,

they will still be responsible for contributing their portion of the above defined rates for all hours contributed on their behalf.

There shall be no deduction from the equipment rental of owner-operators by virtue of the contributions made to the Health Plan, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Hourly contributions to the Health Plan 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 Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

c) The Employer agrees to and has executed a copy of the Teamsters Union 25 Health Services & Insurance Plan Agreement and Declaration of Trust dated March, 2004 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

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

e) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Health Plan 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 Health Plan.

If the Employer shall fail to make contributions to the Health Plan by the tenth (10th) 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 Health Plan 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 provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting there from. Also, the

Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

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

f) No oral or written modification of this section regarding Health and Welfare contributions 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 Health Plan.

g) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health Plan and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, 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.

ARTICLE XI
PENSION FUND

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

(b) Commencing with the 1st day of May 2013 and for the duration of the current collective bargaining agreement between Local 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$8.24 to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the 1st day of May 2014, the said hourly contribution rate shall be \$9.06 but not more than 2080 hours per year.

Commencing with the 1st day of May, 2015, the said hourly contribution rate shall be \$9.60 but not more than 2080 hours per year.

Commencing with the 1st day of May, 2016, the said hourly contribution rate shall be \$10.37 but not more than 2080 hours per year.

Commencing with the 1st day of May, 2017, the said hourly contribution rate shall be \$11.20 but not more than 2080 hours per year.

Any contribution or other charge to the employer that is greater than the above stated rates will be offset with a deduction from the applicable wage rates. Should any additional 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.

Commencing with 1st day of May 2013 and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund as follows:

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

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

(c) The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

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

(e) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Section of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

(f) If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the

Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom.

Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive 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.

There shall be no deduction for equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensations.

Contributions to the Pension Fund must be made for each week 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 Employer but not under the provisions of this contract, and, although contributions may be made for those weeks into some other Pension Fund.

(g) 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.

(h) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Pension Fund and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, 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.

ARTICLE XII

NO STRIKE/LOCKOUT/BOYCOTT CLAUSE AND PROTECTION OF RIGHTS

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 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

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 of an employer (other than the Employer) involved in a primary labor dispute or refuses to go through any primary picket line of an employer (other than the Employer).

If there is a second gate as provided by law, employees will use such gate.

ARTICLE XIII

FUNERAL LEAVE

In the event of the death of a member of the employee's immediate family, the Employer agrees to compensate the employee for any loss of wages at straight time, not to exceed three (3) days prior to and including the day of the funeral, excluding Saturdays, Sundays and Holidays, unless the employee is scheduled to work on those days in accordance with his seniority. The term "immediate family" shall mean a mother, father, grandparent, brother or sister, son or daughter, husband or wife and mother-in-law and father-in-law (provided the employee is living with his wife at the time of his mother-in-law's or father-in-law's death).

ARTICLE XIV

INVALIDITY OF PROVISION

If any Article or Section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this and/or any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which

has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party or both, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party or both shall refer the subject matter to arbitration as provided herein.

ARTICLE XV

COURT APPEARANCE

When an employee is required to appear in any court for the purpose of testifying, because of any accident he may have been involved in while operating the Employer's vehicle during working hours or because of any litigation where the Employer is a party to the litigation, such employee shall be reimbursed by the Employer for work opportunity lost because of such appearance, and shall be provided counsel by the Employer at the request of the Employee.

ARTICLE XVI

GRIEVANCE - ARBITRATION

The Local, on behalf of the employees, agrees that during the period of this Agreement or any renewal or extension thereof, there shall not be any slowdown, work stoppage, suspension of work or strike of any kind against the Employer, and the Employer agrees that during said period, there shall be no lock-out of employees.

Any difference between the parties shall be settled under the following procedure:

- a. The aggrieved employee with the Steward and/or the Business Agent of the Union shall, within fifteen (15) days after the grievance arises, submit the grievance to the Company in writing. If the parties are not able to settle the matter within this period, it may be
- b. Referred, within thirty (30) additional working days to arbitration. The Employer and the Local shall mutually attempt to agree on an Arbitrator. If they are unable to agree within twelve (12) days after the submission of the issue to arbitration, the Arbitrator shall then be selected by the American Arbitration Association under the provisions of its Voluntary Labor Arbitration Rules. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator's fee shall be borne equally by the Employer and the Local. The Arbitrator shall have no power to amend, modify, alter, subtract from or add to this Agreement unless the parties agree in writing to give him specific authority to do so.

ARTICLE XVII

EQUAL EMPLOYMENT OPPORTUNITY

Employees of Aggregate Industries are to be treated during employment without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or handicap or any other legally protected status.

ARTICLE XVIII

JURY DUTY

When an employee covered by this agreement is required to act as a juror, he/she must provide the Company with a signed form from the Court stating that he/she did, in fact, appear for jury duty on that day. Once the Company receives this, he/she will be paid their daily guarantee for the day, if he/she would have been scheduled. If an employee is required for jury duty for more than three days, the difference between the employee's earnings as juror and their daily guaranteed earnings with the Company shall be paid by the Company for each day he/she would have been scheduled.

ARTICLE XIX

MANAGEMENT RIGHTS

The Employer shall exercise the normal and customary functions of management subject to the provisions of this agreement. Management rights include the direction of the workforce; to determine the personnel, methods, means and facilities by which operations are conducted; the maintenance of efficient operations; the adoption of reasonable work rules and policies to manage performance and quality; the right to discipline and discharge for just cause; and the right to control and regulate the use of machinery, facilities, equipment and other property of the Employer. The Employer agrees that these functions will be exercised in a manner not inconsistent with the Agreement.

ARTICLE XX

ENVIRONMENTAL HEALTH & 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 dated March 1, 2009.

- 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.
- Failure to wear a seatbelt while driving a vehicle will be considered a major safety violation that will result in no less than a suspension.
- All employees will be subject to the Company's SRRC Policy and any revisions thereof
- 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 XXI

COMPLETENESS OF AGREEMENT

This Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes, past practices or amendments shall be effective during the life of this Agreement, unless evidenced in writing by the parties hereto.

ARTICLE XXII

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 XXIII

TERMINATION AND NEW AGREEMENT

The terms and conditions of this Agreement shall continue in force and bind both parties from the date of execution hereof, to April 30, 2018, and notice in writing by the party who desires a change in the existing Agreement shall be given sixty (60) days prior to the expiration of the Agreement. No strike or lockout shall be declared pending the sixty (60) days' notice above provided for, and no strike or lockout shall be declared thereafter, pending reasonable negotiations for a new Agreement. Both parties agree to exercise diligence to expedite the negotiations for a new Agreement, and negotiations shall commence by March 1, 2018.

FOR THE EMPLOYER:



Title: *John W. Mangione*

Date: *9/19/13*

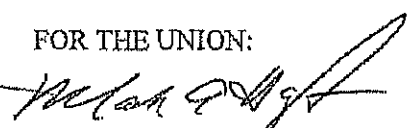
Title:

Date:

Title:

Date:

FOR THE UNION:



Title: *Secretary Treasurer*

Date: *9/19/13*

Title: *Mike*

Date: *9/19/13*

Title: *President*

Date:

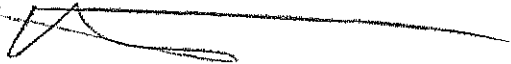
SIDE LETTER REGARDING LOU ENCALADA AND JOHN CARRY

The following rate schedule will be in place for Lou Encalada and John Carry for the term of this agreement expiring 04/30/2018

| Date of Ratification | 5/1/14 | 5/1/15 | 5/01/16 | 5/01/17 |
|----------------------|---------|---------|---------|---------|
| | \$24.00 | \$24.50 | \$24.80 | \$25.10 |
| | | | \$25.10 | \$25.40 |

Retro for both Lou and John will be based on the .25 cent increase from 05/01/2013 to the date of ratification and the new rate will take effect on the date of ratification

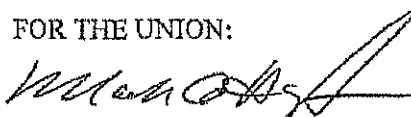
FOR THE EMPLOYER:



Title: *HR Manager*

Date: *9/19/13*

FOR THE UNION:



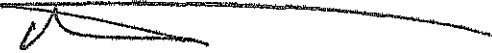
Title: *Secretary Treasurer*

Date: *9/19/13*

SIDE LETTER REGARDING LOAD LANE DISCUSSION

The Company and the Union agree to discuss and review information over the next 90 days as it pertains to the load lane discussion in an effort to see if language can be developed that would address the issue for the employees but would also not hinder the Company and its ability to operate efficiently.

FOR THE EMPLOYER:



Title: *HR Manager*

Date: *9/18/13*

FOR THE UNION:



Title: *Secretary/Treasurer*

Date: *9/18/13*

IMPORTANT

***WHEN LEAVING CRAFT, CONTACT YOUR
SHOP STEWARD OR BUSINESS AGENT
OR THE UNION OFFICE TO REQUEST
A WITHDRAWAL CARD,
OTHERWISE YOU WILL BE REQUIRED TO
CONTINUE PAYING YOUR MONTHLY DUES.***