

A G R E E M E N T

-Between-

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

and

**BOSTON SAND & GRAVEL CO.
(DRIVERS)**

For the Period

May 1, 2015 through April 30, 2020

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

**Mark A. Harrington
Secretary-Treasurer**

**Printed & Assembled by
Teamsters Local 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 MIX CONCRETE
WAGE SCALE AND AGREEMENT

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

RECOGNITION

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

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

ARTICLE I

TRANSFER OF COMPANY TITLE OR INTEREST

The 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 hereof. 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 SHOP

All present employees who are members of the Local Union on the date of execution of this Agreement 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 on the date of execution hereof 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 thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the date of execution of this Agreement whichever is the later.

The Company agrees that upon individual authorization from members, periodic union dues and assessments shall be deducted by the Company from the members' pay and forward same to the Union prior to the end of the month in which said deduction is made.

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 National DRIVE 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

HOURS OF WORK - OVERTIME

The straight time forty (40) hour work week shall consist of five (5) eight (8) hour days, Monday through Friday, between 7:00 a.m. and 5:00 p.m. For all employees hired on or after May 1, 2012, the straight time forty (40) hour work week shall consist of five (5) eight (8) hour days, Monday through Friday, between 5:00 a.m. and 5:00 p.m.

For all employees hired after May 1, 2012, the guaranteed workday from January through March shall be four (4) hours.

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

Employees shall not be required to take more than one half hour for lunch, and the lunch period shall not start before 11:30 a.m. and must have started before 1:00 p.m. Employees shall not be required to return to the yard for lunch unless there is a need for his truck at the yard.

An Employee who works through the lunch period shall be guaranteed eight and one-half (8 ½) hours work on this day, unless he quits or leaves before the eight and one-half (8 ½) hour guarantee expires on this day. With the prior approval of dispatch, an employee who works through the lunch period can take a "short lunch" limited to not more than fifteen (15) minutes. With the prior approval of dispatch, an employee who works through the lunch period can elect to take a regular lunch instead of a "short lunch", but said period shall be without pay.

Employees shall be allowed one fifteen (15) minute coffee break each day to be taken with the prior approval of dispatch.

The Company agrees to offer a direct deposit service for employee paychecks, and employees shall no longer be allowed to cash their checks on Company time.

In the exercise of its sole discretion, the Company may decide to make a book-off sheet available between 2:00 P.M. and 4:00 P.M. that any employee wishing to book off the next day can sign. It is agreed and understood that whether or not any employees are actually allowed to book off, and the number of employees allowed to book off on any given day, are matters committed to the sole and exclusive discretion of the Company.

Drivers shall be paid from the time they leave the garage to the time they return.

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

The starting time for employees shall not be later than 8:00 a.m.

For all employees hired on or after May 1, 2012, the starting time shall not be later than 9:00 a.m.

ARTICLE IV

REPORTING TIME - TRAVEL ALLOWANCE

Employees shall be assigned a definite time to report for work and any employee who so reports unless otherwise advised by 5:00 p.m. the previous day shall be entitled to receive eight (8) hours work or pay. In the event it is necessary for the Employer to call for additional employees the following morning and is unable to contact the senior employee it is agreed that the steward or another member of the Local Union shall be requested to make a telephone call to the next senior employee not working on that day and in the event he is unable to reach the next senior employee at the telephone number furnished by the employee it is agreed that the company may then call the next senior employee following the same procedures. However, the Employer is limited under this section to two (2) calls for additional men a day, provided however, that this limitation does not apply to calls for additional men to replace employees who have been booked and do not show. However, this daily guarantee shall not apply on Saturdays, Sundays and Holidays. Employees assigned to work on these days shall be entitled to receive five (5) hours work or pay on Saturday, Sunday, or Holidays.

Any employee injured on the job shall be guaranteed his respective daily guarantee for the day on which he was injured, provided he goes to a clinic or hospital designated by the Employer, except in case of emergency requiring immediate hospitalization. In addition, employees shall be paid for all time required when it is necessary for them to receive therapy at a clinic as a result of such injury. However the previous referred to visit to a clinic must be a day when the employee has been assigned to work and must provide the company with a certificate or letter from the doctor who has authorized the treatment at the clinic.

During the months of January, February, and March, any employee who is assigned to work in any week and who reports at the assigned time shall be entitled to a minimum of one day's pay. In the event that such an employee is not required to drive a truck, he is to do such other work as the Employer may direct, providing only that this work does not conflict with the other employees of the Employer. Should the

employee, when assigned to report, report late or refuse to work as required, he will not be entitled to the pay guarantee provided by this provision.

When employees work on outside jobs where they have to establish living quarters and run into other living and existing expenses, the Employer shall allow them reasonable subsistence, to be determined by the Local Representative and by an Employer official at the time when this work will occur. In all instances, the Employer agrees to pay all expenses incurred by these jobs. In addition, 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 V

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:

Labor Day	New Year's Day
Martin Luther King Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Patriots Day	Christmas Day
Memorial Day	Two Personal Holidays
Independence Day	Columbus Day

Employees must give the Employer three (3) working days notice of his intent to take a personal holiday, no personal holidays will be allowed on Fridays and no more than 4% of the work force can be on personal leave on any given day.

Any employee hired after May 1, 2012 will not be eligible for Personal Days.

To be eligible to receive Holiday Pay under this provision, an employee must have worked at least one (1) day in the week that the Holiday occurs, or have been on vacation during such week.

The provisions of the foregoing paragraph notwithstanding 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 without good cause shall forfeit his Holiday pay.

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

The first eight (8) hours of work performed on a paid Holiday by an employee eligible for Holiday pay shall be paid at the time and one-half rate in addition to the Holiday pay; all hours worked over eight (8) hours shall be paid at Double time and one-half. The foregoing provision notwithstanding, any driver who works on Martin Luther King Day shall be paid at the straight time rate in addition to the Holiday pay.

ARTICLE VI

VACATIONS

Item 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 vacation with pay in each year to be taken during the vacation period provided in this Article. The requirement of 135 days of employment applies only to the first year of employment. Effective January 1, 1992, employees who have completed their first year of employment must have worked at least seventy-five (75) days during the previous calendar year in order to qualify for a full vacation, or at least thirty-eight (38) days in order to qualify for one-half of a vacation. Thus, any employee who works at least 75 days between January 1, 1991 would receive a full vacation to be taken during 1992. All employees hired after May 1, 2012 must work at least one hundred and thirty five (135) days each year in order to qualify for vacation benefits to be taken the following year.

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

Item 3. Any employee who is discharged or who quits between January 1st and May 1st shall receive the vacation allowance due him for that year.

Item 4. 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 nine (9) years of service shall be entitled to three (3) weeks vacation with pay. (Effective May 1, 1997, employees with eight (8) years of service shall be entitled to three (3) weeks' vacation with pay.)

Employees with fourteen (14) years of service shall be entitled to four (4) weeks vacation with pay. (Effective May 1, 1997, employees with thirteen (13) years of service shall be entitled to four (4) weeks' vacation with pay.)

Employees who have completed twenty (20) years of service shall be entitled to five (5) weeks vacation with pay. Employees hired after May 1, 2012 shall not be entitled to a fifth week of vacation.

The vacation period shall be between May 15 and October 15th and the Union Steward together with the Employer shall so arrange the vacation schedule. In addition, employees entitled to a third, fourth or fifth week of vacation shall take these vacations as follows:

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 the months of January, February or March, employees who desire may take their vacations during the winter vacation period but it shall not be compulsory for any employee to take their vacations other than during the regular vacation periods.

Employees shall be permitted their vacation time in the order of their company seniority and the number of employees entitled to be on vacation at one time shall be up to 10% of the work force. The size of the work force shall be rounded up or down as follows:

91 to 95 employees means up to 9 employees are entitled to be on vacation, 96 to 99 employees means 10 employees are entitled to be on vacation.

Employees who are out of work due to an injury compensable under Worker's Compensation shall not be entitled to receive any vacation pay which they may otherwise be eligible for until they have returned to work. If said injured leave lasts for sixty (60) days or more, then the employee shall not be entitled to receive any vacation pay which they may be eligible for until they have returned to work and worked for a period of at least ninety (90) calendar days; except that an employee whose vacation has been submitted and approved prior to being injured can take the time off and wait until the expiration of 90 calendar days for the pay.

ARTICLE VII

SENIORITY

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 the 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 Man classification in the order of their seniority. It is also understood that in the event jobs in the "Plant Man" 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 bump into the "Driver" classification in accordance with their total seniority, provided that any plant employee who elects to make such a transfer is permitted to return to the "Plant Man" classification should a vacancy in such classification occur, in which event the employee will be credited with his previous service in such classification.

C. The Employer shall not require as a condition of employment that an employee purchase vehicular equipment. In the event that the Employer sublets any work covered by this Agreement to any person or firm, the Employer agrees that the employees required to perform this work shall be governed by terms and provisions of employment as to wages equal to, and as to benefits substantially equal to, those provided by this Agreement. Outside vehicles shall not, however, be engaged if the Employer has registered equipment of its own available with the bargaining unit covered by this Agreement.

D. An employee who has been laid off 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.

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. 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 by discharge, voluntary quit, failure to report after notice of recall as herein provided or by layoff for lack of work for twenty-four (24) consecutive months; or by failure to work due to illness or off-the-job injury for thirty-six (36) consecutive months, or due to an on-the-job injury for sixty (60) consecutive months.

G. One man shall be permitted to represent the Local as Steward at each location and shall, while holding that office, be considered the senior employee of the Employer in his classification at such location. Once each year, the Union will designate an alternate steward who, if he is working, can function as steward when the steward is absent from work.

H. Employees of the Employer employed on a full-time basis by other companies, municipalities, state or federal governments shall not be allowed to work in preference to other employees of the Employer.

I. 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 provided he requests the same in writing to the Company with a copy being forwarded to the Local Union Office. 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 be automatically terminated and the number of leaves of absence shall be limited to the number of employees equal to 20% of the August work force.

J. An employee of the Company who has been elected or appointed to any 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 this protection.

K. If an employee loses his license for any reason other than for any criminal offense, he shall not suffer any loss of seniority and shall upon reinstatement of his license be restored to employment with the Company and be credited with seniority from his original date of employment, (however, he shall not accumulate credits toward his vacation during the period that he is not able to work because of his loss of his license). Any employee who, for the first such offense only, loses his or her license due to drunken driving shall retain the right to exercise his or her seniority upon reinstatement of their license, provided the license, provided the license is reinstated within twelve (12) months of having been lost.

L. If the Company has more drivers available than are necessary, a senior driver has the option to accept or refuse a load after 3:00 p.m. If he refuses, the junior driver is required to take the load.

M. The Company will continue its present practice of booking drivers off of the Chauffeur's seniority list to perform yard work (not batching) when the Company decides to supplement the number of Plant Men. Any such work opportunities in the yard will be offered to drivers on a daily basis in order of their seniority, and the drivers performing said work shall remain on the Chauffeur's seniority list.

N. At the Company's discretion, an employee on Workers' Compensation can be called back for Light Duty and be assigned non-physical clerical duties (such as taking inventory or other counting tasks, putting stickers on time cards, etc.) consistent with any restrictions imposed by a physician for four hours per day.

ARTICLE VIII

WAGES

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

May 1, 2015	May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019
\$32.71	\$33.21	\$33.71	\$34.21	\$34.71

EMPLOYEES HIRED ON OR AFTER MAY 1, 2012 MAKING \$25.00 OR LESS PER HOUR SHALL BE PAID ACCORDING TO THE WAGE SCALE BELOW:

May 1, 2015	May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019
\$26.89	\$28.78	\$30.66	\$31.16	\$31.66

ALL EMPLOYEES HIRED ON OR AFTER MAY 1, 2015 SHALL BE PAID AS FOLLOWS:

First year of employment – 70% of the rate applicable to those hired on or after 5/1/12; minimum \$25.00

Second year of employment – 75% of the rate applicable to those hired on or after 5/1/12; minimum \$25.00

Third year of employment – 80% of the rate applicable to those hired on or after 5/1/12; minimum \$25.00

Fourth year of employment – 85% of the rate applicable to those hired on or after 5/1/12; minimum \$25.00

Fifth year of employment – 90% of the rate applicable to those hired on or after 5/1/12; minimum \$25.00

Sixth year of employment – 95% of the rate applicable to those hired on or after 5/1/12; minimum \$25.00

Seventh year of employment – 100% of the rate applicable to those hired on or after 5/1/12; minimum \$25.00

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

ARTICLE IX

HEALTH AND WELFARE FUND

Freeze the employee contribution to the health insurance premium at \$76.00 per week for the life of this agreement.

Starting July 1, 2015, for all employees hired prior to May 1, 2015 who cannot otherwise qualify for coverage, the Company will make hourly contributions equal to the difference between 400 hours and the hours actually paid, provided that the employee works at least one day during the quarter, and further provided that the employee does not refuse to accept or fail to show for more than three bookings in said quarter. If the employee does exceed three such instances in any quarter, then the disqualifying number is reduced to two per quarter for the remainder of that calendar year.

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

Commencing with the 1st day of June, 2015, 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, and an overtime hour shall be considered a single contribution hour, the Employer shall make a contribution of \$9.9125 to the Health Plan from the first hour of employment. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st through December 31st.

Commencing with the 1st day of August, 2015, the said hourly contribution rate shall be \$10.4125.

Commencing with the 1st day of August, 2016, the said hourly contribution rate shall be \$10.9125.

Commencing with the 1st day of August, 2017, the said hourly contribution rate shall be \$11.4125.

Commencing with the 1st day of August, 2018, the said hourly contribution rate shall be \$UPS Rate.

Commencing with the 1st day of August, 2019, the said hourly contribution rate shall be \$UPS Rate.

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, provided however, that contributions shall be payable for not more than 2,080 hours for any employee in any one year, January 1st through December 31st.

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.

There shall be no deduction from 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.

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.

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.

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 fifteenth (15th) 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 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 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.

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.

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 X

PENSION FUND

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

Commencing with the first day of May, 2015, and for the duration of the current collective bargaining agreement between Local Union No. 25 and the Employer and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union from the first hour of employment, subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$9.06 to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the first day of May, 2016, the said hourly contribution rate shall be \$9.97 to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the first day of May, 2017, the said hourly contribution rate shall be \$10.57 to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the first day of May, 2018, the said hourly contribution rate shall be \$11.42 to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the first day of May, 2019, the said hourly contribution rate shall be \$12.33 to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

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

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

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

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

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

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 employee performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days

after such notification to make any required self audit and/or contributions found to be due, the Local Union shall have the right, after an appropriate 72 hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due, together with 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 contribution, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this section regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

Should the Company and the New England Teamsters & Trucking Industry Pension Fund reach agreement on a transition arrangement to the so-called "New Plan" at any point in time during the life of this agreement, said New Plan would substitute for the current plan. (Sideletter attached)

ARTICLE XI

PICKET LINES

It shall not be a violation of this Agreement, nor shall it be cause for discharge if any employee refuses to cross a picket line or make pickups, deliveries or service any one or perform work for anyone where a labor dispute exists.

ARTICLE XII

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, brother or sister, son or daughter, husband or wife, grandmother or grandfather 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 XIII

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 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 negotiation 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 for herein.

ARTICLE XIV

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, such employee shall be reimbursed by the Employer for work opportunity lost because of such appearance.

When an employee's license is revoked or suspended as a result of his vehicle being operated in violation of State or Federal Statutes or Regulation concerning maximum weight limitations, the employee shall be entitled to exercise his seniority rights to other work within the bargaining unit, provided that the employee is able to perform the work. If no such work is then available the employee shall be entitled to employment in non-bargaining unit work at his regular rate of pay.

ARTICLE XV

NO STRIKE-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 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 Business Agent of the Union shall, within five (5) days after the grievance arises, submit the grievance to the Company in writing. If the parties are not able to settle the matter within five (5) days, it may be

(b) Referred, within ten (10) additional working days to the American Arbitration Association for selection of an Arbitrator 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.

(c) The parties agree that time is of the essence in the proper functioning of their grievance and arbitration process, and the parties agree to schedule arbitration cases as quickly as possible.

ARTICLE XVI

(a) No truck loaded and batched at the Stoughton facility will deliver concrete within the City of Boston limits or north of Boston unless all men on the May 1, 1985 Cambridge-Charlestown list are booked.

(b) There will be no major capital improvements to the Mass Industries Braintree plant for the purpose of increasing the production capacity of said plant.

(c) There will be no more than twenty (20) trucks garaged at the Mass Industries Braintree plant. This does not prevent trucks garaged in Stoughton from being batched out of Braintree.

ARTICLE XVII

JURY DUTY

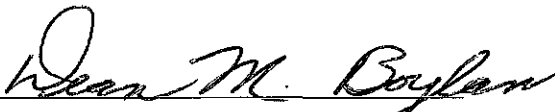
Employees called to serve on jury duty will be paid regular straight time wages for time lost for the first three days. For the fourth and subsequent days of jury duty, up to maximum of 20 work days, the Company will make up the difference between the regular straight time wages, if any, that the employee would have received based upon his seniority and the amount actually received from the Commonwealth up to a maximum of \$50.00 per day, including any pension or health and welfare contributions.

ARTICLE XVIII

TERMINATION AND NEW AGREEMENT


The terms and conditions of this Agreement shall continue in force and bind both parties from the date of execution thereof, to April 30, 2020, 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, 2020.

BOSTON SAND & GRAVEL CO.

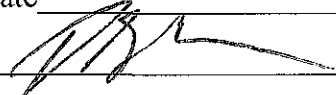

Date August 6, 2015

Date _____

TEAMSTERS LOCAL UNION NO. 25


Sean M. O'Brien, President/Principal Officer

Date _____


Thomas G. Mari, Vice President/Business Agent

Date 7/29/15

BOSTON SAND & GRAVEL and TEAMSTERS LOCAL 25
2015-2020 DRIVERS CONTRACT

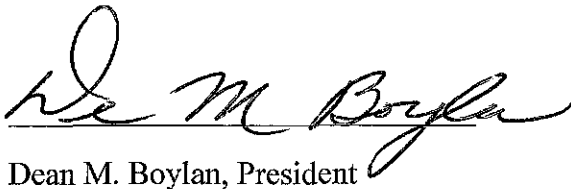
It is agreed that the following sentence should appear at the end of the first paragraph on page 10 of the above-referenced agreement: "If an employee is out of work as a result of illness, off-the-job injury or work related injury, they will still be responsible for contributing their portion of the above defined rates ~~for all hours contributed on their behalf.~~"


↑
\$ 76.⁰⁰ per week.

Tim

BOSTON SAND & GRAVEL CO.

TEAMSTERS LOCAL 25


Dean M. Boylan, President


Thomas G. Mari, V. P./Bus. Agent

Dated: August 6, 2015

Dated: 8/17/15

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.***