

**READY MIX COMPANIES
OF
RHODE ISLAND**

2003 - 2006

Teamsters

Local Union No. 251

**affiliated with
Teamsters Joint Council No. 10
and
The International Brotherhood of Teamsters**

Rhode Island Ready Mix Agreement

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This Agreement made as of the first day of May, 2003 by and between Ready Mix Companies of Rhode Island, hereinafter called the "Employer" and Teamsters' Local Union No. 251, hereinafter designated as the "Union".

PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees; to provide for the continuous employment of labor and to bring about stable conditions in the industry, and to establish necessary procedure for the amicable adjustment of disputes, including wages, hours and working conditions, which may arise between the Employer and Employees.

A notice in writing shall be given to the Local Union of any sale or transfer of the Employer's operation.

This Agreement shall be binding upon both parties, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided.

For the purpose of preserving the level of benefits set forth in this Agreement, the Employer agrees to refrain from using the services of any person who does not observe at least the level of wages, hours and conditions of employment as established in this Agreement. This paragraph shall pertain only to sand, gravel, stone, and ready mix concrete. It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to a third party to evade this Agreement.

ARTICLE I
TERRITORIAL JURISDICTION

This Agreement shall apply to and be effective within the jurisdiction of Local Union No. 251.

ARTICLE II
SCOPE OF EMPLOYMENT

- (a) This Agreement shall apply to the delivery of ready mix, flowable fill, sand, gravel and stone.
- (b) Operation of equipment including but not limited to ready mix trucks, dump trucks, semi-dump trucks, tankers, tank truck, and forklifts when used in job site, warehouse, storage areas and maintenance of such

equipment presently served by employees covered by this Agreement.

(c) In the event that there shall be any dispute concerning jurisdiction regarding the assignment of work between the Union and any other Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, the same shall be submitted for determination to the Construction Division of the Joint Council of the International.

(d) All work heretofore recognized as being within the jurisdiction of the Union shall continue to be the jurisdiction of the Union notwithstanding any inconsistent provisions contained in other agreements.

(e) If a jurisdictional dispute arises, the Union agrees that such dispute shall first be submitted to the local business agent of the Crafts involved for settlement, and if no understanding or agreement is reached within forty eight (48) hours, it will be referred to the International Unions involved for settlement. If no agreement is reached on this level in five (5) days, the parties to the dispute may extend the period for settlement to another fixed date, mutually agreed upon. Pending such settlement, the craft performing the work at the time the dispute arises will continue in such capacity until settlement is reached as above provided, it being agreed that there shall be no stoppage or abandonment of work in regard to any jurisdictional dispute. Existing international jurisdictional agreements shall be respected by both parties.

ARTICLE III UNION MEMBERSHIP

(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. The Employer shall not enter into any Agreement or Contract with his Employees, individually or collectively, or with any officer, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement or Contract shall be null and void.

(b) All present Employees who are members of the Union on the effective day of this Agreement shall remain members of the Union in good standing as a condition of employment.

(c) All present Employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the eighth day following the effective date of this Agreement, whichever is the later, except as otherwise provided for by law.

(d) A member in good standing is one who is not in arrears in the payment of his initiation fee and periodic dues to the Union. In accordance with the Constitution of the Union, Article X, Section 5(c) all members paying periodic dues to the Union must pay them on or before the last business day of the current month in advance. The Local Union shall notify the Employer when any employee is not in good standing.

(e) There shall be no discrimination against any employee by reason of race, creed, color, religion, sex, age or national origin.

ARTICLE IV HOURS and OVERTIME

(a) The regular work day shall consist of eight (8) hours between the hours of 7:00 a.m. and 4:30 p.m. All time before 7:00 a.m. shall be paid at time and one-half the hourly rate. No employee shall be sent home early to compensate for his being called in prior to 7:00 a.m. Any employee required to work through his one-half hour lunch and receiving no lunch break that day shall be guaranteed 8 1/2 hours pay for that day. The 1/2 hour lunch break shall commence between the hours of 11 a.m. and 1 p.m.

Employees are to be paid for all time worked from the yard or plant in traveling to any particular job site. Trucks parked on job sites - employees will be paid upon arriving at their scheduled time.

(b) The regular work week shall be forty (40) hours; eight (8) hours each day Monday through Friday. On Saturdays, drivers are to be guaranteed four (4) hours pay at the time and one half (1 1/2) rate and shall be paid the time and one half (1 1/2) rate for actual time worked over the four (4) hour minimum. On Sundays, drivers are to be guaranteed four (4) hours pay at the double time rate and shall be paid the double time rate for actual time worked over the four (4) hour minimum.

(c) All other hours worked except in the case of shifts as hereinafter provided shall be paid at the rate of time and one-half except that work performed on Sunday shall be paid at the rate of double time.

(d) Whenever more than one shift is employed, except as hereinafter provided, the straight time or regular rate of wages shall apply for each eight (8) hour shift, and work in excess of eight (8) consecutive hours on any shift shall be paid at the rate of time and one-half.

(e) When three (3) shifts are employed, the starting time shall be Monday 8:00 a.m., 4:00 p.m. and 12:00 a.m., respectively, and the last shift shall have completed a forty (40) hour week by 8:00 a.m. the following Saturday. All work between 8:00 a.m. Saturday and 8:00 a.m. on Sunday shall be paid for at the rate of time and one half and all work between 8:00 a.m. Sunday and 8:00 a.m. Monday shall be paid for at the rate of double time, provided it is on a three shift operation. Each shift shall include one-half hour period for lunch.

(f) Employees who report to work shall receive not less than eight (8) consecutive hours pay, except in the cases of inclement weather or mechanical failure that directly affects the driver involved where the employee will be guaranteed four (4) hours pay and eight (8) if he works after the fourth (4th) hour. Inclement weather shall be defined to mean raining, snowing, or extreme weather conditions where the prime contractor is not permitted to work the job site. An employee shall be paid from the time he leaves the garage or job site until the time he returns to the garage or job site.

In the months of January, February and March, Ready Mix Concrete Drivers who report to work shall receive not less than (4) consecutive hours pay, and shall be guaranteed six (6) hours pay if they work over four (4) hours and further shall be guaranteed eight (8) hours pay if they work over six (6) hours that day. On those days that the Ready Mix Concrete Driver does not work an eight (8) hour day, the Employer will guarantee eight (8) hours Health Services payments.

(g) Employees shall be notified the day before what time they are to report the following day. The starting time in any case is to be not later than 8:00 a.m. Employees who report for work shall receive not less than eight (8) straight time hours pay. In the case of inclement weather, an employee may be notified by telephone or telegraph not to report, at any time, up to two (2) hours before starting time.

(h) When job conditions or economic consideration warrant other hours of starting time may be established by mutual agreement between the Employer and the Union. With respect to asphalt paving and concrete paving, the starting time of work shall be mutually agreed to fit the job conditions.

ARTICLE V HOLIDAYS

(a) Any regular employee on the Seniority list as defined in Article VII shall be paid a regular day's pay although he does not work for the following Legal Holidays, provided he has worked at least one (1) day in the calendar week in which the Holiday falls, and signifies his willingness to work the Holiday; or is on vacation during the week in which the Holiday falls and would have been working, but for the fact that he was on vacation. Provided further, no employer subject to this contract shall be required to allow more than one (1) employee, in accordance with seniority, to this vacation in any Holiday week.

New Years Day, Presidents' Day, Memorial Day, Independence Day, V-J Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

If during the life of this agreement any of the current legal holidays should be deleted by law, the employees shall substitute another mutually agreeable day as their holiday.

- (b) The calendar Week shall be Sunday to Saturday, both inclusive.
- (c) When the employee is required to work on one of the above holidays, he shall be paid in addition to his holiday pay, two (2) times his straight time rate for all work that he may perform on that day, except that he shall be paid three (3) times his straight time rate for all hours worked over eight (8) hours.
- (d) All other holidays shall be paid at the regular rates.
- (e) The holiday pay shall not be by separate check.

ARTICLE VI STEWARDS

- (a) An employee of the Employer may be designated by the Union to act as Steward and he shall be the last employee to be laid off irrespective of seniority including Saturday and Sunday.
- (b) The rate of pay for Steward shall be according to the highest classification working on the job, or out of the main garage at the time or if the Steward does not desire to operate equipment carrying the highest rate.
- (c) No Steward shall have the authority to call a strike, cause a slowdown or take any other action which would interrupt the Employer's business, except as such action may be authorized by the Union. The Employer recognizes this limitation upon the authority of the Steward.
- (d) Stewards can use the Employer phone for Union business at any time. The steward can process or investigate any dispute or grievance pertaining to Employer business during working hours without loss of pay.
- (e) No employee shall be required to meet privately with Employer officials relating to possible discharge without Union Representation present. If the Business Agent for Local No. 251 is unable to attend, or the Union Steward is absent from work, the employee shall have the right to select any union employee who is available to accompany him at any such meeting.

ARTICLE VII SENIORITY

- (a) Seniority rights for employees shall prevail. 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 Union. After working sixty (60) days in a calendar year, they shall be placed on the Seniority List as a regular employee in accordance with their date of hire.
- (b) In the event of lay-off, the most junior employees shall be the first to be laid off, and rehiring shall be in the inverse order. The Employer upon a request made by the Union shall furnish a seniority list of the employees covered by this Agreement.
- (c) An employee who has been laid off shall be given at least seven (7) days 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 union shall furnish temporary drivers, if requested to do so, until the named employee shall report for work.
- (d) If there are any breakdowns or shut downs 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.
- (e) Seniority shall be broken by discharge, voluntary quit, failure to report after seven (7) days notice as herein provided, or by a lay-off for lack of work, for twenty-four (24) consecutive months. Commencing with 5/1/91, any employee out of work due to proven illness, workmen's compensation or loss of license due to his employment for

more than four (4) years shall be removed from the Employer Seniority List. This section shall not be retro-active but pertain to those employees out after 5/1/91.

(f) When the same Employer has more than one job in progress, working out of different garages or parking sites, and there is a lay-off of one or more men on any job and such lay-off exceeds one (1) working day, the employee shall at the expiration of one (1) day be entitled to transfer to another job of the Employer, if there are employees of less seniority working for the Employer on such other job.

Notwithstanding the foregoing, the Employer may permit a transfer immediately upon the lay-off without waiting one (1) day. An employee will have seniority preference to work within his own Local Union area provided he is qualified to operate the equipment available within the Local Union area.

(g) Union Official: An employee elected to any official position in the Union shall, upon completing his term of office, be restored to his former position without loss of seniority.

(h) When two (2) or more Employers who are signatory to this Agreement merge their operations, the employees of the two (2) companies involved shall be dovetailed on the seniority list of the surviving Employer. When one Employer buys out another Employer, the employees of the Employer which was bought out will go to the bottom of the seniority list of the surviving Employer for seniority purposes only, but shall maintain years of service for vacation purposes.

ARTICLE VIII TRANSFERS

When the Employer's equipment is moved from the jurisdiction of one local Union to the jurisdiction of another, the men employed shall be permitted to move the equipment.

ARTICLE IX WAGES

(a) The straight time wages for employees covered by this Agreement shall be those set forth in Schedule "A", attached hereto.

(b) The said wages shall be shall effective as of May 1, 2003.

(c) If an employee works on a higher paying piece of equipment for any part of the day, he will receive the higher rate of pay for the entire day.

(d) All employees shall receive their previous week's earnings no later than Friday at noon, unless circumstances occur beyond the control of the Employer, and all pay stubs shall include the hours worked, including premium time, and all itemized deductions shall be listed.

ARTICLE X VACATIONS

(a) An employee who completes four (4) months or more, but less than one (1) year of service shall, on severance of his employment, be entitled to one-half day's pay at straight time rates for each month of his employment in which he has actually worked twelve (12) days. The number of days to which any employee shall be entitled shall not in any event exceed five (5) days.

(b) An employee who has been on the payroll for one or more years, but less than five (5) years, shall each year, on the anniversary date of his employment be entitled to one week's vacation with pay, if he has actually worked one hundred ten (110) days during the last year of his employment. If he has worked less than one hundred ten (110) days, he shall receive one-half day's pay for each month in which he actually worked twelve (12) days or more, but not in excess of five (5) days in any year.

(c) An employee who has been on the payroll for five (5) or more years, shall each year, on the anniversary date of his employment be entitled to two (2) weeks vacation with pay if he has actually worked one hundred ten (110) days during the last year of his employment. If he has worked less than one hundred ten (110) days, he shall receive one day's pay for each month in which he has actually worked twelve (12) days or more, but not in excess of ten (10) days in any year.

(d) An employee who has been on the payroll for ten (10) or more years, shall each year, on the anniversary date of his employment, be entitled to three (3) weeks vacation with pay if he has actually worked one hundred ten (110) days during the last year of employment. If he has worked less than one hundred ten (110) days, he shall receive one and one-half day's pay for each month in which he has actually worked twelve (12) or more but not in excess of fifteen (15) days in any year.

(e) No employee who has been on the payroll for a year or longer shall be entitled to a vacation hereunder until the expiration of one (1) year from the date on which he was entitled to his last vacation, except that in the case of termination of his employment, he shall be entitled to a prorated vacation, as set forth above. Vacation shall be taken when mutually agreeable to the Employer and employee.

(f) Employees shall be (in accordance with Seniority) allowed their own selection of vacation weeks taken and vacation pays must be by separate checks at the current hourly rate of pay and must be paid to the employee on the previous pay day prior to the vacation week.

(g) Employees who make the Seniority List after May 1, 1997 will have a maximum of two (2) weeks vacation after ten (10) years.

In the event that the Employer and the employee can not mutually agree as to the exact anniversary date, the Employer shall pay the vacation pay on or before July 1st each year.

In the event an employee's anniversary date for vacation pay becomes due while he is on lay-off, the Employer shall mail said vacation pay to the last known address of the affected employee.

ARTICLE XI DISCHARGE

(a) Any discharged employee may file a grievance no later than six (6) working days after discharge by a written notice submitted to the immediate supervisor and the Local Union and such grievance shall be immediately processed in accordance with the steps of the grievance procedure.

(b) Any employee whose services have been terminated must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any as soon as possible, in no event later than the end of the second (2nd) business day following discharge for just cause.

(c) No employee shall be dismissed without justifiable cause, and all discharges shall be in writing to the Local Union within two (2) days. Any written warning notices and/or suspension/discharge letters shall not remain in effect for a period of more than two (2) years from date of said notices/letters.

ARTICLE XII UNION RIGHTS

(a) Authorized agents of the Union shall have access to the Employer's establishment during working hours, including the right to check trucks in transit, investigate working conditions and collect dues for the purpose of determining whether or not the terms of this Agreement are being complied with, and provided however, that it will not unreasonably interfere with normal operations.

(b) Section 1: Sanitation: Clean toilet and sanitary facilities shall be provided at each concrete and gravel plant and maintained in compliance with the health and safety regulations of any governmental agency having jurisdiction.

Section 2: Lie Detector Test: The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XIII LABOR DISPUTES

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 anyone or perform work for anyone where a labor dispute exists.

ARTICLE XIV HIRING OF TRUCKS

- (a) The Employer agrees that he will hire equipment to supplement his own equipment only when he does not have the number or type of equipment required for his purpose.
- (b) The Employer agrees that the wages, hours and working conditions provided for by this Agreement shall encompass the entire work covered by this agreement, thereby applying equally to any subcontracting let by the Employer on work covered by this Agreement. If any Employer shall subcontract work as herein defined, all employees of said subcontractor shall be paid directly by the Prime Contractor, except when such subcontractor is signatory to an agreement with the Local Union or when it is mutually agreed between the Employer and the Local Union or any locals thereof, that the subcontractor may establish his own payroll. Employees of a subcontractor whether or not paid directly by a prime contractor shall not acquire seniority with the prime contractor.
- (c) The term subcontract herein used shall include the hire of one or more trucks and shall also include delivery of bank run gravel and borrow to job sites.
- (d) In the event equipment is hired, the Employer shall require that the trucks be manned by its own employees.
- (e) It shall be a violation of this Agreement for the Employer to cause any trucker or person who pays lower wages, hours and working conditions that are provided for in this Agreement to haul sand, gravel, asphalt, stone, and ready mix concrete to or from a job site,

ARTICLE XV EQUIPMENT

- (a) No employee shall be required to operate or work upon any vehicle that is not equipped with all safety appliances prescribed by law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment. Should the Employer, State and/or Federal Government require the use of any safety equipment wear or drug testing, it shall be provided without cost to the employees.

All equipment which is determined by the employer to be unsafe and not mechanically sound and proper shall be tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After the equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see same.

Safety Equipment required by the employer and law shall be provided at no cost to the driver. Thereafter the driver will be responsible to keep and maintain the safety equipment in a responsible and prudent manner, considering normal wear and usage in the Industry.

- (b) The employee 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 immediate steps to correct any defects in equipment reported by any employee. Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws, and shall be compensated for fines and time lost if summoned to court, etc. because of same.

(c) Heaters, windows and mirrors will be supplied for winter use on the off-the-road equipment within a reasonable time after notification by the driver.

(d) The Employer shall not require as a condition of employment, that an employee purchase truck, tractor, or tractor and trailer, or other vehicular equipment.

(e) It shall be a violation of this Agreement to sell a truck or trucks to owner operators or any other company who is a signator or non-signator to this Agreement and thereafter within six (6) months rehire these same trucks to supplement the employer's equipment, with the purpose and intent of violating the terms and conditions of this contract.

ARTICLE XVI 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 or 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 person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement 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 for herein.

ARTICLE XVII MISCELLANEOUS CONDITIONS

(a) Bereavement Clause: In the event of death in the immediate family of any employee in the bargaining unit, the Employee shall be permitted to be absent from work, from the date of death to the date of funeral, inclusive, and shall be paid for any scheduled working time lost by the affected Employee, up to a maximum of three (3) consecutive work days. Funeral leave shall not be hours worked for the purpose of computing overtime pay. Immediate family is defined as the mother, father, sister, brother, wife, husband, children, mother-in-law, or father-in-law of the employee. The Employer may request a death certificate as evidence of the death. Employees shall be paid one (1) day for the day of the funeral for grandparents and grandchildren.

(b) Court Appearance Clause: Any employee involved in any accident must immediately report said accident and any physical injury sustained. When required by his Employer, the employee before going off duty and before starting his next shift, shall make an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on Employer time. Failure to carry out the provisions of Sub-Section (b) of the Article shall subject the employee to disciplinary action, including discharge. 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 defective and/or violations of State and Department of Transportation required equipment, such employee shall be reimbursed by the Employer for eight (8) hours pay, regardless of the weather that day. The Employer shall furnish the employee who is involved in said accident with bail bond and legal counsel, and shall pay in full for same. Said bail, bond and legal counsel shall remain in effect for the employee until all legal action in connection with said accident is concluded.

If, under the Employer's direction, the vehicle is overloaded and there is a resulting fine and suspension of license the Employer is liable for the fine and work opportunity lost. If the overload is the result of the employee's action or negligence, then the employee shall be solely responsible for the fine imposed and shall not receive any compensation for work opportunity lost.

- (c) Physical Examination Clause: All examinations when required by law of regulatory body and performed under the Employer's direction shall be paid for by the Employer.
- (d) War Reopening Clause: In the event of war, declaration of a national emergency or imposition of economic controls by any federal authority during the life of this Agreement, the parties agree to reopen this Agreement for re-negotiation of matters dealing with wages, hours or other working conditions.
- (e) New Equipment Re-Opening Clause: if an Employer puts into use any new type of equipment for which rates of pay are not established by this Agreement, the rates for such equipment shall be negotiated by the parties hereto. Increase in carrying capacity shall not be considered as a new type of equipment.
- (f) There will be a ten (10) minute coffee break per shift.
- (g) Injury on the Job: When a regular employee is injured on the job, he shall be guaranteed eight (8) hours pay for the day injured, provided he is instructed to cease work as a result of an injury, by the Employer or his physician.
- (h) Paychecks shall be in an envelope.
- (i) Drivers must keep their trucks clean and those who are not working can be assigned to do other work in the yard.

ARTICLE XVIII
ARBITRATION and GRIEVANCE PROCEDURE

- (a) Grievance Procedure: All Grievances or disputes involving any controversy, dispute or misunderstanding arising as to the meaning, application or observance of any provisions of the Agreement shall be handled in the manner hereinafter set forth. If a grievance has not been filed, the matter shall not be a subject of arbitration until a grievance is filed.

Step 1: All grievances must be made known in writing to the other party within seven (7) days after the reason for such grievance has occurred. The aggrieved employee's or employees' shop steward or another authorized representative of the Union shall first submit a written grievance to the immediate supervisor, or his duly authorized representative. The shop steward or another authorized representative of the Union of the employee or the employees involved shall be present at any meeting between the immediate supervisor and such employee or employees. The immediate supervisor or his duly authorized representative must make a written disposition of the matter within twenty-four (24) hours after the submission of such written grievance thereto.

Step 2: If the disposition of the matter by the immediate supervisor or his duly authorized representative is not satisfactory, the matter must be taken up by the Business Agent, and representative of the Employer with authority to act, within forty-eight (48) hours of the written disposition set forth in Step 1, unless a reasonable time extension thereof is requested by either side.

Step 3: Arbitration: If any grievance or dispute cannot be satisfactorily settled within ten (10) days after disagreement, the matter shall be referred to the Federal Mediation and Conciliation Service for a list of Arbitrators. The expense of the arbitrator selected or appointed shall be borne equally by the employer and the Union. In the event that the losing party fails to abide by the arbitrator's decision, or that either party refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal and economic recourse.

- (a) A decision by the Federal Mediation and Conciliation Service shall be final and binding on the parties and the employees involved. Failure of either party involved to comply with a final decision of shall give the other party the immediate right to all legal and economic recourse.

- (b) The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The arbitrator shall determine any question of arbitrability.

(c) Violations concerning wages, hours, Pension and Health and Welfare payments shall not be subject to the grievance procedure. In such cases, the Union shall give three (3) working days notice to the Employer that the Union will withdraw its men from the Employer's service. If the Employer contends there is a question of fact regarding the alleged violation, he may file a grievance within the aforesaid three (3) working days, with a copy to the Local Union. When a grievance has been filed, there shall be no work stoppage pending resolution of the grievance pursuant to A, Step 3 and the subsequent provisions of this Article.

(d) With regard to new equipment which is within the Teamster jurisdiction and with regard to equipment within the Teamster jurisdiction for which no wage rates appear herein, such rates shall be resolved pursuant to Article XIX, Section A, Step 3 and the subsequent provisions appearing thereafter in this Article. There shall be no dead-lining of equipment or work stoppage pending resolution of the question, and the agreed upon rates shall be retroactive.

ARTICLE XIX HEALTH SERVICES and INSURANCE PLAN

(a) Commencing with the 1st day of April, 2003 and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters' Local Union No. 251 Health Services and Insurance 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 employer, 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:

(b) Commencing on the 1st day of April, 2003, and until July 31, 2003, the Employer shall contribute to the Teamsters' Local Union No. 251 Health Services and Insurance Plan, the sum of five dollars and one and one quarter (\$5.01.25) cents per hour for each hour for which an employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than \$200.50. An overtime hour shall be considered as a single contribution hour.

Commencing with the 1st day of August, 2003, the Employer shall contribute to the Teamsters' Local Union No. 251 Health Services and Insurance Plan, the sum of five dollars and forty-six and one quarter (\$5.46.25) per hour for each hour for which an employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than \$218.50. An overtime hour shall be considered as a single contribution hour.

Commencing with the 1st day of August, 2004, the Employer shall contribute to the Teamsters' Local Union No. 251 Health Services and Insurance Plan, the sum of five dollars and eighty-six and one quarter (\$5.86.25) per hour for each hour for which an employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than \$234.50. An overtime hour shall be considered as a single contribution hour.

Commencing with the 1st day of August, 2005, the Employer shall contribute to the Teamsters' Local Union No. 251 Health Services and Insurance Plan, the sum of six dollars and twenty-six and one quarter (\$6.26.25) per hour for each hour for which an employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than \$250.50. An overtime hour shall be considered as a single contribution hour.

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

If an employee 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 forty (40) hours per week for a period of not more than four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, provided however, such contributions shall be forty (40) hours per week and shall not be paid for a period of more than twelve (12) months.

Hourly contributions to the Health Services and Insurance 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 Services and Insurance Plan.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services and Insurance Plan.

If an Employer fails to make contributions to the Health Services and Insurance Plan within 72 hours after a notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees. The Employer's liability for Payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

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

The Employer shall continue to make contributions on any employee who has worked one hundred (100) days in the calendar year and is laid-off in the winter season. The contributions shall commence immediately upon winter lay-off and shall be for forty (40) hours per week for a period of three (3) months regardless if the employee should work one, two, or three (3) days per week after seasonal lay-off. Example, if an Employee is laid off in December, and should be recalled for one day in January, the Employer will still continue to contribute forty (40) hours for that week, or otherwise contribute thirty-two (32) hours plus eight (8) hours actually worked.

ARTICLE XX PENSION FUND

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

(a) Commencing with the 1st day of May, 2003, and for the duration of the current Collective Bargaining Agreement between Local Union No. 251 and the Employer, and any renewals or extension 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 nonmember of the Local Union, from the first hour of employment subject to this Collective Bargaining Agreement as follows:

Commencing on the 1st day of May, 2003, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, up to a maximum of 2080 hours for each calendar year, the Employer shall make a contribution of four dollars and sixty-six (\$4.66) cents per hour for all hours to the New England Teamsters and Trucking Industry Pension Fund and overtime hours shall be considered as single contribution hours.

Commencing on the 1st day of May, 2004, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, up to a maximum of 2080 hours for each calendar year, the Employer shall make a contribution of four dollars and nintey-six (\$4.96) cents per hour for all hours to the New England Teamsters and Trucking Industry Pension Fund and overtime hours shall be considered as single contribution hours.

Commencing on the 1st day of May, 2005, for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, up to a maximum of 2080 hours for each calendar year, the Employer shall make a contribution of five dollars and twenty-six (\$5.26) cents per hour for all hours to the

New England Teamsters and Trucking Industry Pension Fund and overtime hours shall be considered as single contribution hours.

For purposes of this section, each hour for which wages are paid or due, or and 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 an employee as defined in section (a) 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 forty (40) hours per week for a period of not more than four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, provided, however, such contributions shall be forty (40) hours per week and shall not be paid for a period of more than twelve (12) months.

(b) 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.

(c) 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.

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

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

(e) 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.

ARTICLE XXI
INDUSTRY ADVANCEMENT PROGRAM

Section 1: The Employer hereby agrees to enter into the terms of this Agreement, by virtue of the execution hereof by himself or an association having his authorization therefor shall contribute fifteen (15) cents for each hour worked by an employee under the terms of this Agreement to a fund known as "Construction Industries of Rhode Island Industry Advancement Fund". The Fund shall be administered by a Board of Trustees, not more than five (5) in number, all appointed by the Construction Industries of Rhode Island, Inc. Contributions to the Fund shall be deductible by the Employers as an ordinary business expense and the contributions to the Fund and the earnings thereon shall be exempt from taxation as contributions to a tax exempt organization under Internal Revenue Code Section 501 (c) (6).

Section 2: The Fund shall be under the exclusive Management of such Trustees who shall operate the Fund under the terms of a Trust and Plan executed by the Construction Industries of Rhode Island, Inc. and the Trustees.

Section 3: The Trust Fund shall be used for the following purpose: The promotion of safety and accident prevention in the construction industry; conducting or promoting educational programs such as schools or superintendents of construction and other supervisory and management personnel; paying the cost of standardizing contracts and specifications; setting up machinery to bring about cooperation among owners, architects, engineers, contractors, subcontractors, material suppliers, surety and insurance interests, public agencies, and other construction industry groups and organizations to eliminate disputes and disagreements; conducting or sponsoring research into new methods and new materials for use in the construction industry; paying the expenses involved in conducting public relations and market development programs for the benefit of contractors engaged in the construction industry in Rhode Island; paying the expenses attendance to the promotion of stability of relations between labor and management; paying the expenses incurred by management in connection with collective bargaining on an industry-wide basis for the benefit of the construction contractors engaged in construction in Rhode Island; paying the expenses required to develop and maintain facilities for arbitration of disputes and the adjustment of grievances; conducting or promoting programs to insure a sufficiency of skilled employees in all crafts for construction contractors in Rhode Island; Providing contributors with information and data relating to the construction industry in the matters mentioned herein; paying the costs of administration of the Fund; paying the expenses incurred in the collection of contributions for the Fund; and such other industry-wide endeavors of like character or kind as may be desirable from time to time as the Trustees shall decide.

Section 4: The Trust Fund shall not be used by the Trustees for any of the following purposes which are expressly prohibited uses or purposes:

- (a) Lobbying in support of anti-union legislation supporting litigation before a court or any administrative body against any union or any of its agents.
- (b) Subsidizing the business operation of Employers during a period or periods of work stoppages or strikes.

Section 5: The amounts payable by an Employer under this Article shall be paid into said Fund as directed by the Trustees. All monthly checks will be a separate check and shall be forwarded to the Teamsters Local 251 Health Services and Insurance Fund office at the same time the company remits their regular monthly Health services remittance check.

Section 6: Employers who are adjudged delinquent by the Fund Trustees in their payments to the Fund shall be subject to the remedies available for delinquency as in other Trust herein. The Local Union, after written notification from the Association will send the appropriate seventy-two (72) hour notice and take whatever steps it deems necessary to secure compliance, any provisions of this agreement to the contrary notwithstanding.

ARTICLE XXII
DRIVE DEDUCTION

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 National Headquarters 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 XXIII
UNIFIED TRUST FUND

It is hereby agreed that the Employer shall pay to the Trustees of the Labor Management Unified Trust Fund the following contribution per hour for the total gross hourly wage paid to each employee weekly by said Employer. Such monies shall be paid to the Trustees no later than the twentieth (20th) of the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.

The contribution shall be .60 cents per hour for all hours:

If an Employer fails to make contributions to the Fund within 72 hours after a notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

ARTICLE XXIV
TEAMSTERS' LOCAL 251 TRAINING FUND

It is hereby agreed that the Employer shall pay to the Teamsters' Local 251 Training Fund the following contribution per hour for the total gross hourly wage paid to each employee weekly by said Employer. Such monies shall be paid no later than the twentieth (20th) of the month for which the contribution is being made; however, in the case of operations of less than a month's duration, payments shall be due weekly.

The contribution shall be .20 cents per hour for all hours:

If an Employer fails to make contributions to the Fund within 72 hours after a notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

ARTICLE XXV

All retroactive wages and fringe benefits must be paid within thirty (30) days of the signing of this Agreement.

ARTICLE XXVI
TERMINATION

This Agreement shall take effect on May 1st, 2003 and shall continue in full force and effect until April 30, 2006, and shall then renew itself from year to year unless either party to the agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change or amend this

Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duty authorized representatives and have affixed hereto the seals of their respective organizations the day and year first written above.

FOR THE COMPANY

Company Name (Please print)

Street

City, State, Zip

Telephone Number

Signature

Date

TEAMSTERS LOCAL UNION NO. 251

Joseph J. Barros

Joseph J. Barros, President &
Business Agent

Date

8-20-03

SCHEDULE "A"

FROM:	5/1/03	5/1/04	5/1/05
<u>TO:</u>	<u>4/30/04</u>	<u>4/30/05</u>	<u>4/30/06</u>
Pick-up trucks, station wagons and panel trucks	\$19.61	\$20.11	\$20.61
Two axle, helpers on low beds, etc.	\$19.76	\$20.26	\$20.76
Two axle dump truck	\$19.81	\$20.31	\$20.81
<u>Three axle dump truck</u>	<u>\$19.86</u>	<u>\$20.36</u>	<u>\$20.86</u>
Four and Five Axle	\$19.96	\$20.46	\$20.96
Tractor-Trailers	\$20.11	\$20.61	\$21.11
Low Bed Trailers/Boom Trailers	\$20.36	\$20.86	\$21.36
Special Earth Moving equipment under 35 tons	\$20.06	\$20.56	\$21.06
Special Earth Moving 35 tons or over	\$20.31	\$20.81	\$21.31
Trailers when used on a double hook-up (pulling 2 trailers)	\$20.56	\$21.06	\$21.56

Tunnel rates for trucks actually going underground add forty (40) cents per hour to rate according to equipment. On equipment used to haul powder - add twenty-five (25) cents above rate according to axle.

Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives and have affixed hereto the seals of their respective organizations the day and year first written above.

FOR THE COMPANY

TEAMSTERS LOCAL UNION NO. 251

Company Name (Please print)

Joseph Boyajian, Vice President &
Business Agent

Street

Date

City, State, Zip

Telephone Number

Signature

Date