

AGREEMENT

by and between

GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS, BUILDING MATERIALS, HEAVY AND HIGHWAY
CONSTRUCTION EMPLOYEES
LOCAL UNION No. 404

and

CS-MA, LLC, d/b/a CONSTRUCTION SERVICE

May 1, 2021 to April 30, 2025

TABLE OF CONTENTS

| <u>Article</u> | | <u>Page</u> |
|----------------|---|-------------|
| I | Union Recognition and Union Security | 1 |
| II | Stewards..... | 2 |
| III | Hours of Work and Overtime | 3 |
| IV | Holidays | 5 |
| V | Rates of Pay | 6 |
| VI | Vacations | 7 |
| VII | General Provisions..... | 8 |
| VIII | Seniority | 9 |
| IX | Grievance Procedure..... | 11 |
| X | Separability and Savings Clause..... | 12 |
| XI | Hired Equipment and Owner-Operator Equipment..... | 12 |
| XII | Pension Fund | 13 |
| XIII | Insurance..... | 15 |
| XIV | Leave of Absence | 16 |
| XV | Management Rights..... | 16 |
| XVI | Continuity of Operations | 17 |
| XVII | Scope of Agreement | 18 |
| XVIII | Substance Abuse | 18 |
| XIX | Duration | 19 |

AGREEMENT

This Agreement made and entered into by and between CS-MA, LLC, d/b/a Construction Service, a corporation of Wilbraham, Massachusetts (hereinafter called the "Employer") and General Teamsters, Chauffeurs, Warehousemen and Helpers, Building Materials, Heavy and Highway Construction Employees Local Union No. 404 (hereinafter called the "Union") for and on behalf of its members now employed or who may hereafter be employed, to govern the hours, wages and all other conditions of employment covered by this Agreement as hereafter described from May 1, 2021 to April 30, 2025, and shall be binding on both parties, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided. It is the purpose of this Agreement to promote harmonious relations between the Employer and employees and to establish proper standards of wages, hours and other working conditions.

ARTICLE I UNION RECOGNITION AND UNION SECURITY

Paragraph 10. The Employer recognizes and acknowledges that the Union is the exclusive representative of all Ready Mix drivers, dump truck drivers, truck mechanics, loaders, plant operators and laborers employed by the Employer and its plants and facilities in Hampden, Hampshire, Franklin and Berkshire Counties, Massachusetts, specifically excluding all other employees of the Employer, such as heavy equipment operators, crane operators, heavy equipment mechanics, salespersons, professional employees, guards, dispatchers, supervisors and any employees within the category of included employees who are otherwise presently represented by another labor union. The Employer further agrees that any employees who are currently members of the Union in any of the included categories and their replacements continue to remain in the Union during and throughout their employment with the Employer.

Paragraph 11. All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees covered by this Agreement who are not members of the Union and all employees covered by this Agreement who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31st) day following the effective date of this Agreement, whichever is later.

Paragraph 12. The Employer shall not enter into any agreement or contract with its employees individually or collectively which is contrary to the terms and provisions of this Agreement. Any such agreement or contract shall be null and void. All employees shall work under the terms of this Agreement.

Paragraph 13. The Employer agrees to deduct from the pay of all employees covered by this Agreement the initiation fees, dues and assessments of the Local Union having jurisdiction over such employees. The Local Union will provide the Employer an amount to be deducted from each employee each month. The Employer shall, after making the deductions, transmit the amounts so deducted to the Union no later than the fifteenth (15th) of the month. The Local

Union will individually specify the amount to be deducted for initiation fees, dues and/or assessments. For initiation fees and assessments, the Local Union will notify the Employer the number of weeks these deductions are to be taken from the employee. The Union agrees to indemnify the Employer against any and all costs, including attorneys' fees, which it may incur as a result of its compliance with the terms of this Section.

Paragraph 14. 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 Employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) 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 that employee's check.

ARTICLE II **STEWARDS**

Paragraph 20. The employees may elect one of the employees to act as steward for each seniority list, and they shall be the last to be laid off for lack of work and the first to be rehired, irrespective of seniority provided that they are qualified to perform the available work.

Paragraph 21. The Employer recognizes the right of the Local Union to designate Job Stewards and alternates from the Employer's Seniority List. The authority of the Job Stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement;
- b. The collection of dues when authorized by appropriate Local Union action; and
- c. The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
 1. Have been reduced to writing; or
 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except authorized by official action of the Local Union. The Employer recognizes these limitations upon the authorized Job Stewards and the alternates,

and shall not hold the Union liable for unauthorized acts. Three (3) Stewards shall be compensated by the Employer for all wages and benefits for all hours while attending contract negotiations.

Stewards shall be permitted to investigate, present and process grievances on the property of the Employer without loss of time or pay during his/her scheduled work hours. Such time spent in handling grievances shall be considered working hours in computing daily or weekly overtime. Time spent will not interfere with the operations of the business and will not be abused.

ARTICLE III **HOURS OF WORK AND OVERTIME**

Paragraph 30. Eight (8) hours shall constitute a normal day's work. Working time shall start not later than 8:00 a.m. from April 15th through November 30th, 9:00 a.m. from December 1st through April 14th, and any employee called to work later shall be paid from this start time. All working time in excess of eight (8) hours shall be paid as overtime at one and one-half (1½) times the basic rate of pay. Overtime work shall be equally distributed on a weekly basis among all qualified regular employees in a classification. Employees will be charged with overtime they refuse. There shall be no pyramiding or duplication of overtime or premium rates of pay and when any particular work falls within two (2) or more overtime or other premium classifications, either under this Agreement or under any other Agreement between the parties or as a matter of law, only the highest applicable single overtime or other premium wage rate shall be paid.

Paragraph 31. All working time on Saturday, Sunday and holidays shall be paid for at one and one half (1½) times the basic rate of pay.

Paragraph 32. Working time shall start when required to report for work at garage or plant and, except for meal time, shall continue until relieved from duty at the same, regardless of occupation. A paid twenty (20) minute period shall be allowed for meal time, normally to be taken halfway through the shift. However, for drivers, it shall be a paid twenty (20) minute meal period, normally taken half way through their shift, with no other scheduled breaks, it being understood that if there is down time (e.g., waiting for pour or loading), a driver may take a short break so long as it does not delay such loading, pour or otherwise delay service to customers. After working twelve (12) hours, an employee will be allowed an additional meal break of twenty (20) minutes.

Paragraph 32A. Advance notice for working odd hours after 5:00 p.m., nights and early morning, the Employer will make reasonable efforts to get forty-eight (48) hours' notice from customers, but with notice at least the day before, the Employer can schedule a shift or shifts which will begin between 5:00 p.m. and 4:00 a.m. There shall be a \$2.00 per hour shift premium for such shifts. Assignments will be made on the basis of sign-up lists and in accord with seniority, and the Employer will meet with the Union on request to discuss the arrangements for employee scheduling. An employee assigned to such a shift will have his schedule revised into reasonable short and long shifts for the week so that he will receive average hours for the week.

Mechanics hired after May 1, 2009 may be scheduled for a shift starting later than 9:00 a.m. which is not subject to a shift differential.

Paragraph 33. Regular employees shall be assigned a definite time to report for work and any employee who so reports, unless otherwise notified the previous day of a change in reporting time or not to report shall be paid for not less than four (4) hours on weekdays, Saturdays, Sundays and holidays. Any employee put to work shall be paid for not less than four (4) hours on weekdays, Saturdays, Sundays and holidays. The requirements set forth in this Paragraph shall not apply if the failure to have work available arises from an Act of God.

Paragraph 34. If the Employer decides to establish new sites to which employees will be required to report, transfer opportunities to the new site will be offered on the basis of seniority.

Paragraph 35. One (1) week's notice, or one (1) week's pay in lieu thereof, shall be given each regular employee in the event of layoff of one (1) day or more; however, from December 1st through April 15th, twenty-four (24) hours' advance notice, or twenty-four hours of pay in lieu thereof, shall be given each regular in the event of a layoff of three (3) or more days. The Employer agrees that when it lays off a steady worker for one (1) or two (2) days in a week in which he has worked three (3) days, the employee will be offered work for the rest of the week. During the winter months of December 1 through the last day in February and if the Employer intends to have layoffs due to the lack of work during this time period, employees shall be allowed to share layoffs with other employees to reduce the length of time one employee may be on layoff. During the month of November, the Employer shall post a voluntary layoff sign-up sheet. As with the vacation scheduling, seniority shall prevail in voluntary layoff scheduling. If a more senior employee with no banked vacation wishes to share in a layoff, that employee shall provide notice of the date he/she wishes to begin layoff and written notice of the date he/she wishes to return. When a senior employee is returning from a shared layoff to work, the most junior employee shall be laid off in place of the senior employee if there is not sufficient work for all employees at that time. The provisions of Paragraph 82(c) will not apply to senior employees exercising voluntary layoff rights: immediate return to work is required if called by the Employer.

Paragraph 36. The Employer shall keep track of hours worked over 2,080 per year and make available such hours, up to a cap of 900, for continuing employees who need hours to maintain health insurance through the winter months.

ARTICLE IV
HOLIDAYS

Paragraph 40. The seven (7) recognized holidays listed below shall be paid at time and one-half (1½) for all hours worked:

| | |
|------------------|--------------------------------|
| New Year's Day | Day after Thanksgiving |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | or any day celebrated as such. |

Paragraph 41. Holiday pay will be paid for the following seven (7) holidays, provided that the employee actually works the regularly scheduled day before and day after the holidays or is excused in advance from one of those days:

| | |
|------------------|------------------------|
| New Years Day | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas Day | |

Paragraph 42. A. Eighteen (18) days (fifteen (15) in December) in which an employee receives pay will equal a month's credit and he shall receive pay for any holiday which falls during the month while he was on layoff in that month.

OR

B. The employee actually works one (1) day, and is available for work on his other assigned day immediately preceding or immediately following the holiday.

Paragraph 43. A. Each regular employee shall be paid for eight (8) hours at the basic rate for each recognized holiday not worked, provided that in each case the employee actually works one (1) day, and is available for work on the other day immediately preceding or immediately following the holiday.

OR

B. Eighteen (18) days in which a man receives pay will equal a month's credit and he shall receive any pay for a holiday which fell during that month.

ARTICLE V

RATES OF PAY

Paragraph 50. The top rate and effective rates of pay for employees covered by this Agreement during and throughout the term of this Agreement shall be as follows:

| | Effective 5/1/21 | Effective 5/1/22 | Effective 5/1/23 | Effective 5/1/24 |
|------------------------|---------------------|---------------------|---------------------|---------------------|
| Mixer Driver | \$23.44 | \$24.34 | \$25.24 | \$26.14 |
| Dump Truck Driver | \$23.44 | \$24.34 | \$25.24 | \$26.14 |
| Lead Mechanic | \$27.04 | \$27.94 | \$28.84 | \$29.74 |
| Mechanic A | \$25.54 | \$26.44 | \$27.34 | \$28.24 |
| Mechanic B | \$23.94 | \$24.84 | \$25.74 | \$26.64 |
| Plant Operator | \$23.44 | \$24.34 | \$25.24 | \$26.14 |
| Loader Operator | \$23.44 | \$24.34 | \$25.24 | \$26.14 |
| Plant Operator/ Helper | \$22.69 | \$23.59 | \$24.49 | \$25.39 |

Paragraph 51. The minimum rates of pay shall be One Dollar (\$1.00) per hour less than the rates set forth in Paragraph 50 for new employees. New employees shall at a minimum receive wage increases of fifty cents (\$.50) per hour after each three (3) months of employment during the first year of employment until they reach top rate. The Employer, in its discretion, shall have the right to pay a higher starting wage or to increase the amounts of the step increase to any employee or group of employees. Wage increases can be put into Pension and Health and Welfare.

Paragraph 52. There will be an additional fifty cents (\$.50) per hour paid over the above rates for any transit-mix concrete trailer trucks. There will be an additional twenty-five cents (\$.25) per hour paid over the foregoing rates for any tunnel work underground or any transit-mix concrete trucks. Mechanics uniform cleaning will be paid for by the Employer.

Paragraph 53. When employees are sent out of town, necessitating their remaining away from home overnight, they shall be allowed Sixty Dollars (\$60.00) per day for expenses, unless the company is paying for all travel expenses on behalf of the employee.

Paragraph 54. The Employer agrees that if it performs work on jobs where the contract award required the payment of prevailing wages, then the Employer shall pay the prevailing wages required on such jobs as determined by the Massachusetts Department of Labor.

Paragraph 55A. A mechanic must hold a current D.O.T. card and a valid MA Hoisting license and be insurable within the Employers tolerable insurable limits. The Employer shall pay for MA Hoisting license fees, including renewals', and recertification for MA Hosting licenses for employees required to hold such license.

Paragraph 55B. A mechanic will start or immediately progress to the "A" rate upon completing one (1) year with the Employer, or upon obtaining a valid CDL license, provided the Employee

can safely operate and drive a mixer and be insurable within the Employers' tolerable insurable limits for such activities. The Employer shall pay the initial CDL license fee for a mechanic who obtains a valid CDL license while employed by the Employer as a mechanic.

Paragraph 56. Payday shall be Friday.

ARTICLE VI

VACATIONS

Paragraph 60. All regular employees who have been in the employ of the Employer for one (1) year, or who complete one (1) year's service during the life of this Agreement, shall be entitled to an annual vacation of one (1) week with pay. Employees with three (3) years or more of service shall be entitled to two (2) weeks of vacation with pay in each year. Employees with nine (9) or more years of service shall be entitled to three (3) weeks of vacation with pay in each year. Employees hired before May 1, 1994 with fourteen (14) or more years of service shall be entitled to four (4) weeks of vacation with pay in each year. Vacation pay shall be paid immediately on retirement. Time spent by an employee on layoff in excess of one (1) year shall not be counted as years of service in determining the number of weeks of vacation due. Vacation pay shall be paid on the basis of forty (40) hours per week. Vacation pay shall be paid in accordance with usual payroll procedures applicable to the period in which vacation time is used.

Paragraph 61. All regular employees, in order to receive vacation pay as written in Paragraph 60 above, must be on the payroll for six (6) calendar months during the previous vacation year (May 1st to April 30th). Eighteen (18) days in which an employee receives pay will equal a month's credit. After completing one (1) year of service, an employee who quits, is discharged, will receive a pro-rated vacation, as long as they have worked six (6) months during the current vacation year. The formula for pro-rating will be one fifty-second (1/52nd) credit for each week worked in the current vacation year. For example: an employee hired on April 1st who works eighteen (18) or more days each month will, on the following April 1st, have earned one (1) week's vacation that he can begin to use on the following May 1st. When he has completed three (3) years, he will have a second week that he can use during the vacation year.

Paragraph 62. The vacation period shall be between May 1st and November 30th in each year, but each employee may take a maximum of two (2) weeks' vacation during such vacation period and will take any remaining vacation between November 1st and the following May 1st. An employee may take a third week of vacation, in May or November, subject to operational conditions. An employee may take his entire vacation between November 1st and the following May 1st if he chooses. The employee must use paid vacation weeks first. Seniority shall prevail in choosing time for vacation, but not more than ten percent (10%) of the employees on the mixer driver list and one (1) employee on the trailer driver list and one (1) employee on the mechanic lists may be on vacation at a time. No employee shall be called to work while on vacation. As regards the summer vacations, the Employer shall post the vacation list by April 1st. The first half of the employees on each seniority list will pick their vacations in the first fifteen (15) days of April. The last half of the employees on each seniority list will pick their

vacations in the last fifteen (15) days of April. As regards the winter vacations, the Employer shall post the vacation list by October 1st. The first half of employees on each seniority list will pick their vacations in the first fifteen (15) days of October. The last half of employees on each seniority list will pick their vacations in the last fifteen (15) days of October. If an employee does not pick a vacation according to the above procedure, the Employer can assign a vacation. The Steward will be furnished with a copy of the vacation list and the list will remain posted all year.

Paragraph 63. When an employee's vacation occurs in a holiday week, he shall be granted an extra day's pay.

Paragraph 65. When an employee retires or dies, he (or his estate) shall receive all vacation pay as though he had worked the entire year.

ARTICLE VII

GENERAL PROVISIONS

Paragraph 70. Struck Goods. No employee shall be required to work in violation of any law, ordinance or official ruling, nor work in any place where a lawful primary picket line exists. It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service but for such strike would be performed by the employees of the Employer or person on strike.

Paragraph 71. Accident Reports. Any employee involved in any accident must immediately report said accident and any physical injury sustained. When required by the 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 and failure to carry out the provisions of this Paragraph shall subject the employee to disciplinary action.

Paragraph 72. Safety Violations. In the event a seniority employee shall suffer a revocation of his driver's license because of the violation of any laws by the Employer, the Employer shall provide suitable employment with no loss of income as the employee would otherwise have had if not for the loss of license, in accord with the provisions of this Agreement. The employee shall be reinstated to his previous assignment held prior to his revocation of driver's license, after his or her driver's license is promptly restored after the original suspension of license period ends.

Paragraph 73. Property Damage. No employee shall be required to pay for loss or damage to any property, unless such loss or damage shall have been caused by his willful negligence or improper act.

Paragraph 74. Injury on the Job. When an employee is injured on the job and has been instructed by the Employer, doctor or his supervisor or foreman to cease work for that day, he

shall be guaranteed a minimum of eight (8) hours' pay for the day injured. An employee who is injured on the job and returns to full duty within six (6) months of the injury shall accrue vacation as though he had been working the entire period of the medical leave.

Paragraph 75. Court Appearances. 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. The Employer shall furnish the employee who is involved in said accident with bail, bond and legal counsel and shall pay 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. The employee shall not have the benefit of this Paragraph when his appearance in court is due to the use of alcoholic beverages, drugs or other controlled substances other than prescription drugs taken as prescribed, negligence or operating in violation of any statutory law, except overload.

Paragraph 76. Military Leave. Employees enlisting or entering the military or naval services of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

Paragraph 77. Jury Duty. Employees who are called to jury duty pursuant to the provisions of Chapter 234A, Section 48 of the General Laws of the Commonwealth of Massachusetts shall be granted all rights and privileges provided by said law. Employees who reside in a state other than Massachusetts and who are called for jury in such state shall receive the same rights and privileges under this Paragraph as if they were residents of Massachusetts.

Paragraph 78. In the event of a death, paid funeral leave for four (4) consecutive work days after the death of a spouse, child or parent, one (1) day for attending the funeral of a grandparent, sibling, parent-in-law and child-in-law. If the employee is scheduled to work that day and only if such day is a Monday through Friday.

Paragraph 79. Non-Discrimination Clause. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, handicap or age (between the years of 40 and 70), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, handicap or age (between the years of 40 and 70). The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of membership in the Union or because of any employee's lawful activity and/or support of the Union.

Paragraph 79A. Labor-Management Committee. The Employer and the Union agree to establish a joint committee that will meet on request of either party at least monthly to discuss matters of concern.

ARTICLE VIII

SENIORITY

Paragraph 80. Seniority shall prevail in assignment to work, in laying off for lack of work and in re-employment after layoff, among the employees who are qualified and available to perform the required work, provided that if an employee who is scheduled to work is absent either because of failing to report to work on time or leaving early, then the Employer shall have the right to use a non-roster driver to meet customer service demands, provided that his/her time as a driver does not exceed that of any regular driver for that day. After thirty (30) days of the signing of this Agreement, the Employer shall post the seniority lists of the employees covered by this Agreement which shall indicate each employee's date of hire. A copy of each seniority list shall be furnished to the Union. Any protest to the seniority list must be taken up with the Union and the Employer within ten (10) days of the posting of the lists; otherwise, the lists will be considered as being correct.

Paragraph 81. All new employees shall be hired on a thirty (30) calendar day trial basis and shall work under the provisions of this Agreement within which time they may be dismissed by the Employer without protest by the Union. This probationary period may be extended by an additional thirty (30) day period, upon mutual agreement between the Employer and the Union, and an additional thirty (30) day period by Union consent only. After the thirty (30) calendar days or extended trial period, they shall be placed on the appropriate seniority list as regular employees in accordance with their date of hire. During the trial period, no suspension, discipline or discharge with respect to such employee shall be construed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance procedure or arbitration. During the trial period, an employee shall receive the wages specified in Article V of this Agreement and the contributions to the Teamsters Health Services and Insurance Plan and the Pension Plan under Articles XII and XIII of this Agreement, and upon becoming a regular employee after completion of the trial period shall be retroactively entitled to all other fringe benefits provided under this Agreement subject to the eligibility requirements for such benefits.

Paragraph 82. The services of an employee during any preceding period shall be disregarded and his seniority shall cease and terminate:

- (a) if he quits;
- (b) if he is discharged for justifiable cause;
- (c) if he does not return to work within seven (7) days after the mailing of the Employer by certified mail of a Notice of Recall following a layoff sent to him at the address last known to the Employer except in bona fide cases of sickness or accident;
- (d) if he is not recalled for work within three (3) years from the date he is laid off, and after two (2) years on layoff, an employee can be required by the Employer to pass a fitness-for-work exam; or
- (e) if he fails to report to duty at the end of any authorized leave of absence or extensions thereof.

Paragraph 83. In the event the mixer-driver, tractor-trailer classification, dump trailers or tanker work of the Employer is eliminated, all seniority employees in that classification shall be afforded the opportunity to move by seniority if available and qualified into the remaining classification, except a mechanic classification. Any seniority employees will also have the right to follow their work should there be a move.

ARTICLE IX **GRIEVANCE PROCEDURE**

Paragraph 90. No employee shall be dismissed without justifiable cause nor shall he be dismissed without a hearing in the presence of his representative if he shall request the same.

Paragraph 90A. No employee shall be terminated solely based upon information derived from GPS on Employer's vehicles.

Paragraph 91. Should any controversy arise between the Employer and the Union or any employee which is covered by this Agreement, then a grievance shall be filed within seven (7) working days from the occurrence of the matter, and the matter shall be discussed between the employee and his immediate Supervisor and the Steward. If the matter is not resolved within five (5) working days thereafter, then within an additional period of five (5) working days, a written grievance shall be filed with the Plant Manager which shall state the facts of the grievance and relief desired. Within seven (7) working days of receipt of the written grievance, there shall be a meeting between the Grievant, the Employer Representative and the Business Agent of the Union, and the decision concerning the grievance shall be given within five (5) working days thereafter.

Paragraph 92. If the grievance is not resolved under Paragraph 91, then within seven (7) working days thereafter the parties shall select a mutually agreeable and impartial arbitrator. The Employer agrees to use the Massachusetts Board of Mediation for arbitrations, except the Employer may choose AAA for discharge cases and any claim that it believes threatens unanticipated costs in excess of five thousand dollars. In the event that the parties are unable to agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and, after the AAA submits a list of arbitrators to the parties, they shall select an arbitrator within five (5) working days after receipt of such list either by mutual agreement or by alternately eliminating names from the list until only a single name remains who will become the arbitrator. The fees and expenses of the arbitrator selected or appointed shall be borne equally by the Employer and the Union.

Paragraph 93. Both parties agree to accept the decision of the arbitrator as final and binding. If the Employer or the Union fail to comply within thirty (30) days with the award of the arbitrator or with the procedures of this Article, then the other party shall have the right to take all legal and economic action to enforce compliance regardless of language to the contrary within this Agreement, and the costs of any such legal action including reasonable attorneys' fees shall be paid by the losing party to the prevailing party.

Paragraph 94. Upon request by the Employer or the Union, any of the time limitations specified in this Article shall be extended by mutual agreement.

ARTICLE X

SEPARABILITY AND SAVINGS CLAUSE

Paragraph 100. In the event any Article or Paragraph is held invalid by any court of competent jurisdiction or enforcement of or compliance with which has been restrained, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or Paragraph during the period of invalidity or restraint. If the parties do not agree to a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this Agreement to the contrary.

ARTICLE XI

HIRED EQUIPMENT AND OWNER-OPERATOR EQUIPMENT

Paragraph 110. The Employer will not hire or lease outside equipment except to supplement his own equipment when such equipment is in full use or as in past practice. If the Employer hires other trucks to perform bargaining unit work, the employee on such equipment shall receive no less than the equivalent of all the economic terms and conditions of this Agreement, except where the owners of such equipment have a signed Agreement with the Local Union.

Paragraph 111. Any hired or leased equipment shall cease when the necessity therefor is ended and shall not be used in preference to Employer-owned equipment.

Paragraph 112. The Employer agrees that they will not subcontract out mechanical work which is normally done by the mechanics covered under this Agreement whenever any of the mechanics are laid off, or to evade the terms of this Agreement.

ARTICLE XII

PENSION FUND

Overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year. January 1st through December 31st.

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

Section 2. The Employer and the Union agree that, pursuant to a Withdrawal Agreement entered into between the Employer, the Union, and the New England Teamsters and Trucking Industry Pension Fund (the "Pension Fund") effective as of September 30, 2011, the Employer has withdrawn from the Pension Fund.

Section 3. The Employer and the Union agree that, pursuant to the Reentry Agreement entered into between the Employer, the Union and the Pension Fund, the Employer reentered the Pension Fund as a New Employer effective as of October 1, 2011 pursuant to the terms and conditions of that Reentry Agreement, and, except as may be provided in that Reentry Agreement, for the duration of the current Collective Bargaining Agreement between the Union and the Employer and any renewals or extensions thereof. The Employer shall make payments to the Pension Fund for each and every regular employee of the Employer performing work within the scope of and covered by this Collective Bargaining Agreement, irrespective of his or her status as a member or nonmember of the Local Union, from the first hour of employment, as follows:

(a) For each hour or portion thereof, figured to the nearest quarter (1/4) hour for which an employee receives pay or for which pay is due, effective:

(1) On May 1, 2021, the Employer shall make an hourly contribution of \$.6.50 to the Pension Fund from the first hour of employment in such week.

(2) On May 1, 2022, the Employer shall make an hourly contribution of \$.6.75 to the Pension Fund from the first hour of employment in such week

(3) On May 1, 2023, the Employer shall make an hourly contribution of \$.7.00 to the Pension Fund from the first hour of employment in such week

(4) On May 1, 2024, the Employer shall make an hourly contribution of \$.7.25 to the Pension Fund from the first hour of employment in such week

(b) For the purpose 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 union 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 not be any 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.

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

Section 4. Subject to the Reentry Agreement, 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's 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.

Section 5. 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 purpose.

Section 6. It is also agreed that all contributions shall be made at such time in such manner as the Trustees shall reasonably require; and further that 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 Article of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

Section 7. If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72 hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any 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.

Section 8. It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustee in their discretion against delinquent Employers.

Section 9. The Employer and the Union expressly agree to all of the provisions of the aforesaid Reentry Agreement and incorporate the same into this Article by reference thereto. No oral or written modification of this Article regarding pension 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 Article or upon the Trustees of the Pension Fund.

ARTICLE XIII

INSURANCE

Paragraph 130. Commencing with the first day of May 2021, and for the duration of this current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Health Services and Insurance Plan of Local Union No. 404 for each and every employee covered by this Agreement, whether such employee is a regular or probationary employee, irrespective of his status as a member or non-member of the Union from the first hour of employment subject to this Agreement. Commencing with the first day of May 2021 through April 2022, the Employer shall contribute to the Health Services and Insurance Plan the sum of Eleven Dollars and Seven Cents (\$11.07) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay, up to a maximum of forty (40) hours, but not more than Four Hundred Forty-two Dollars and Eighty cents (\$442.80) per week for any one employee. Commencing the first day of May 2022 through April 30, 2023, the Employer shall contribute to the Health Services and Insurance Plan the sum of Eleven Dollars and Thirty-two Cents (\$11.32) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay, up to a maximum of forty (40) hours, but not more than Four Hundred Fifty-two Dollars and Eighty cents (\$452.80) per week for any one employee. Commencing the first day of May 2023 through April 2024, the Employer shall contribute to the Health Services and Insurance Plan the sum of Eleven Dollars and Fifty-seven Cents (\$11.57) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay, up to a maximum of forty (40) hours, but not more than Four Hundred Sixty two Dollars and Eighty Cents (\$462.80) per week for any one employee. Commencing the first day of May 2024 through April 2025, the Employer shall contribute to the Health Services and Insurance Plan the sum of Eleven Dollars and Eighty two Cents (\$11.82) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay, up to a maximum of forty (40) hours, but not more than Four Hundred seventy-two Dollars and Eighty Cents (\$472.80) per week for any one employee.

Paragraph 131. If a regular 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 contribution of thirty-two (32) hours for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

Paragraph 132. 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 Plan. If the Employer fails to make contributions to the Plan within seventy-two (72) hours after the notice of delinquency set forth in Article 46, Section 3 of the Plan, the Union shall take whatever steps 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 attorney's 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.

Paragraph 133. The Employer and Union which are signators 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.

ARTICLE XIV **LEAVE OF ABSENCE**

Paragraph 140. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and the termination of employment of the employees involved. Seniority shall accrue during a leave of absence up to a maximum of thirty (30) days, but seniority shall not accrue during authorized leave of absence beyond thirty (30) days, and any employee on leave of absence for more than thirty (30) days shall sign a waiver of seniority to this effect.

Paragraph 141. The Employer agrees to grant employees reasonable time off without pay and without discrimination or loss of seniority rights to attend a labor convention or union meeting called by the Local Union, provided at least forty-eight (48) hours' written notice is given by the Local to the Employer specifying the length of time off. The Employer's consent to such request shall not be unreasonably denied. The Union agrees that, in making its request for time off for union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE XV

MANAGEMENT RIGHTS

Paragraph 150. The Union and the employees agree that the right to operate and manage the business and the affairs of the Employer, the right to select and direct the working forces and the right to control, direct, discontinue and change the use of its properties and facilities are vested exclusively in the Employer. These rights include, by way of illustration and without being limited to, the right to control, determine and change the manner and the extent to which the Employer's buildings, equipment, facilities, properties and vehicles shall be located, operated, increased decreased or discontinued; to introduce, change and operate new or improved methods, operations facilities, techniques, processes and procedures; to select, test, train and determine the ability and qualifications of the regular employees provided that departmental seniority be considered in retraining; to control, determine and change the quality and nature of its facilities and services and the quantity of production and services; to control, determine, establish and change operating, distribution, experimental, emergency, shift, overtime, training and working assignments and schedules and the daily and weekly periods of regular and overtime work for some or all of the employees to employ, assign, interview, promote, discipline, discharge, layoff, transfer, and terminate the employees whose work and employment shall not be subject to any of the provisions of this Agreement; to determine and make change in the size of the work force and the work week for some or all of the employees; to limit the solicitation for money or other purposes on Employer's premises and during working hours; to establish, distribute, modify and enforce reasonable rules of employee conduct and manuals of operating procedures and safety regulations which will not be instituted without the consent of the Union which consent will not be unreasonably withheld; to investigate all matters relating to Employer's operations, customer relations, employee conduct and safety policies; to control, determine, direct and change facilities and services on Employer's premises for the use or benefit of the employees; to determine, control and change the methods and sources of the sale and disposition of its products and services; to maintain discipline and order and to maintain or improve efficiency within its operations and the management of the business, and the affairs of the Employer. The failure by the Employer to exercise any of the rights as provided in the Paragraph shall not be construed as a waiver of these rights nor of the inherent right of the Employer to control, operate and manage its business facilities and services with maximum efficiency; provided, however, that none of these rights shall be exercised by the Employer contrary to any specific provision of this Agreement.

ARTICLE XVI

CONTINUITY OF OPERATIONS

Paragraph 160. The Union and the employees agree that they will not for any reason including an actual or alleged unfair labor practice or sympathetic action, directly or indirectly, authorize, cause, support threaten or participate in any strike, walkout, sit-down, boycott, picketing, work stoppage, refusal to work, withholding of services, or any other direct or indirect interruption of or interference with the operations, production or any of the functions of the Employer except as provided otherwise in this Agreement such as in Paragraphs 70, 93, 100, 127 and 132. The

Union will make every reasonable effort to get back to work any employee involved in any violation of this Paragraph if requested by the Employer.

Paragraph 161. The Employer agrees that it will not during the term of this Agreement for any reason, including an actual or alleged unfair labor practice within the meaning of the National Labor Relations Act, authorize, cause, support, threaten or participate in a lockout. For the purposes of this Article, the cessation or reduction of any of the operations of the Employer for economic reasons or for the temporary or permanent discontinuance of all or any part of the operations or the business of the Employer shall not be deemed to be a lockout.

Paragraph 162. In the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph 160, the Employer shall have the unqualified right to institute and pursue legal action to enjoin the continuance of said prohibited conduct and for other relief or remedies and to suspend or terminate the employment and benefits of the employee or employees.

ARTICLE XVII **SCOPE OF AGREEMENT**

Paragraph 170. The Employer and the Union agree that any past practice of privileges previously enjoyed, over and above the conditions spelled out in this Agreement, shall stay in full force and effect.

ARTICLE XVIII **SUBSTANCE ABUSE**

Paragraph 180. The Union and the employees acknowledge and agree that the Employer is engaged in a business that required high public safety standards. Accordingly, the Union and the employees understand that the use or possession of intoxicating beverages, drugs and controlled substances (other than prescription medications) on Employer's premises or during working hours is strictly prohibited.

Paragraph 181. The Union and the Employer agree that all applicants for employment with the Employer will be required to successfully pass a medical evaluation which will include a drug test. In addition, all employees will be required to take a drug test as a part of their bi-annual physical examination.

Paragraph 182. The Employer may require testing where there is a reportable accident (as defined by DOT) and there is: reasonable suspicion of alcohol or drug use or reasonable cause to believe a employee has been operating a vehicle while under the influence of alcohol or drugs, or reasonable cause to believe the driver was at fault in the accident and alcohol or drugs may have been a factor.

Paragraph 183. The Employer may also require a sobriety or drug test of any employee if the Employer has reasonable cause to believe that the employee is under the influence of controlled substances, drugs or alcohol. Reasonable cause means a driver's observable action, appearance

or conduct indicating alcohol or drug use. This conduct must be witnessed, if possible, by a least two (2) supervisors, and their observations must be reduced to writing within twenty-four (24) hours or before the test results are released, whichever is earlier. When a supervisor confronts an employee about substance abuse, the employee shall have the right to request that a steward be present.

Paragraph 184. The cost of any medical evaluation which includes sobriety or drug testing shall be paid by the Employer, and any such test may be administered by a person or organization qualified to conduct the test and to evaluate the results. Any employee required to take a sobriety or drug test under the provisions of this Agreement shall sign any necessary consent form authorizing the testing facility to collect urine or blood specimens and to release the results of the testing to the Employer. The Union reserves the right to contest, through the grievance procedure, the qualification of the person or organization administering the sobriety or drug test, and it shall be the responsibility of the Employer to establish that such person or organization is qualified. The refusal by an employee to consent to a sobriety or drug test required under this Agreement shall constitute cause for discipline or discharge.

Paragraph 185. A positive test result will only result in a warning letter for a first offense which does not involve an accident. There will be a one-time opportunity for rehabilitation/treatment. No warning or second chance is required if an accident is involved.

ARTICLE XIX
DURATION

Paragraph 190. This Agreement shall become effective May 1, 2021 and shall continue to full force and effect until and including April 30, 2025.

FOR THE EMPLOYER:

CS-MA, LLC,
d/b/a CONSTRUCTION SERVICE

FOR THE UNION:

GENERAL TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
BUILDING MATERIALS, HEAVY AND
HIGHWAY CONSTRUCTION EMPLOYEES
LOCAL UNION No. 404

By R. M. Cull

By [Signature]

Its President

Its President 4-20-2021

Date 04/20/2021