

Agreement by and Between
International Brotherhood Of Teamsters Local
Union No. 404

and

The Lane Construction Corporation

May 1, 2006 - April 30, 2009
Northfield

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Agreement

This agreement made and entered into by and between the Lane Construction Corporation, and General Teamsters, Chauffeurs, Warehousemen and helpers and Building and highway Construction employees Local Union 404, and affiliate of the International brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, of Springfield Massachusetts, hereinafter called the Union, for and on behalf of its members 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, 2006 to April 30, 2009 and shall be binding on both parties, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided. This agreement is limited to Transit Mix Drivers, dump Truck Drivers, Sign Trucks (Excluding Pick up Trucks carrying signs) Service Trucks, Water Trucks, Low Beds, Tack Trucks or similar equipment or equipment designated to be used for the performance of the work performed by the use of any of the above equipment assigned to the Northfield Lane Construction, Massachusetts Plant. It is the purpose of this Agreement to promote harmonious relations between the Employer and the Employees and to establish proper standards of wages, hours and other working conditions.

ARTICLE I

UNION RECOGNITION

- Paragraph 1: The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in all 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.
- Paragraph 2: All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as condition of employment. 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 their employment on or after the thirty-first day following the effective date of this Agreement, whichever is later.
- Paragraph 3: A member in good standing is one who is not in arrears in the payment of his/her 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.

ARTICLE II

UNION STEWARD

Paragraph 1: The employees may elect one of the employees of the Transit Mix and the Dump Truck Drivers to act as Stewards in the plant of the Employer, and shall be the last to be laid off of work irrespective of seniority including Saturday and Sunday.

Paragraph 2: No Steward shall have the authority to call a strike, cause a slowdown, or take any other action which would interrupt the Employers business, except as such action may be authorized by the Union. The Employer recognizes this limitation upon the authority of the Steward. Stewards shall be allowed at negotiations.

ARTICLE III

HOURS OF WORK AND OVERTIME

Paragraph 1: Eight (8) hours shall constitute a normal day's work. Working time shall start no later than 8:00 a.m. and any employee called to work later shall be paid from 8:00 a.m. (All working time in excess of eight (8) hours per day or before 6:30 a.m. on weekdays and all working time on Saturday shall be paid as overtime at one and one-half (1 ½) times the basic rate of pay.)

Paragraph 2: All working time on Sunday and Holidays shall be paid for at double (2) the basic rate of pay.

Paragraph 3: Working time shall start when required to report for work at the garage and, except for meal time, shall continue until relieved from duty at the same, regardless of occupation. One half (½) hour shall be allowed for meal time, between 11:30 a.m. and 1:00 p.m.

Paragraph 4: Regular employees shall be assigned definite time to report for work and any employee who so reports, unless notified the previous day of a change in reporting time, shall be paid for not less than five (5) hours.

Paragraph 5: When an employee reports to work at a point other than his normal place of employment, the necessary travel time shall be computed from the Northfield Plant and be included in his/her hours of work for each day so required in both directions.

Paragraph 6: The Employer must give at least forty-eight (48) hours notice to any employee it intends to lay off. If a laid-off employee is recalled to work during the employee's layoff, he/she will be guaranteed eight (8) hours pay at his/her regular hourly rate.

Paragraph 7: Second shift and Third shift employees will be allowed to bid for the shift work by seniority.

Paragraph 8: Any employee required to work in a higher rated job classification will receive the higher rate the entire shift.

Paragraph 9: From December 1, to April 1, in the event there are not Redi-Mix concrete orders, a Transit Mix Driver may be assigned other Teamster work without regard to seniority. Also, in the event Redi-Mix orders are taken during the work day, a Dump Truck Driver, if qualified, may be able to deliver Redi-Mix concrete.

ARTICLE IV

HOLIDAYS

Paragraph 1: Any regular employee on the seniority list as defined in Article VII, shall be paid a regular day's pay although he/she does not work on the following holidays, provided he/she has worked at least two (2) days in the calendar week in which the holiday falls, and signifies his/her willingness to work the holiday if required.

The Agreed holiday's are as follows:

New Year's Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Paragraph 2: The calendar week shall be Sunday to Saturday both inclusive.

Paragraph 3: When the employee is required to work on one of the above holidays, he/she shall be paid in addition to his/her holiday pay, two (2) times his/her straight time rate for all work that he/she may perform on that day.

Paragraph 4: If an employee receives pay for any reason of fifteen hundred (1500) hours in the contract year, May 1, to April 30, he/she shall be entitled to any holidays which fall while he/she is on layoff, provided the employee worked within fifteen (15) days of the holiday.

Paragraph 5: The Birthday of each regular employee shall be recognized as a holiday which shall entitle such employee to an extra day's pay rather than a day off, providing all the conditions of this Article are met.

Paragraph 6: Regular employees shall be entitled to two (2) personal days, non-paid ,request shall be made to the Plant Manager.

ARTICLE V

WAGES

Paragraph 1: The straight time wages for employees covered by this Agreement shall be those set forth in Schedule "A", attached hereto. The said wages shall be effective May 1, 2006.

Paragraph 2: 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 hours worked, including premium time, and all itemized deductions shall be listed.

Paragraph 3: There will be a annual boot allowance paid up to one hundred dollars (\$100.00) to each seniority employee, said allowance shall be paid the first payroll period in the calender month of May, each of the contract years, Employees must provide a receipt to the Plant Manager of the purchase of work boots.

Paragraph 4: Any increase or decrease in Health and Welfare, Pension in the second and third years of the contract according to the New England Freight Agreement may, by mutual consent, show in wage scale and adjustments made to or from total package.

Paragraph 5: When a second and third shift is used, add \$.50 per hour to pay rate.

Paragraph 6: All drivers working on or hauling to/from a defined hazard material job site shall be paid a premium of one dollar (\$1.00) per hour over the applicable rate as defined. On EPA Superfund Classification sites.

Paragraph 7: When employees are sent out of town, necessitating their remaining away from home overnight, they shall be paid forty-five dollars (\$45.00) per day for expenses.

Paragraph 8: The Company agrees to make payroll deductions for the Teamsters 401K plan which employees to this agreement make contributions to, if terms are agreeable to both parties.

ARTICLE VI

GENERAL PROVISIONS

- Paragraph 1: No employee shall be required to work in violation of any existing laws, nor work in any place where there is an authorized primary labor dispute.
- Paragraph 2: Struck Goods: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for strike would be performed by the employees of the Employer or person on strike.
- Paragraph 3: The Employer will not be considered an ally Employer whereas the Employer receives a new contract from a third party who is involved in a labor dispute providing the new contract work was never started and performed by the Employer involved in the labor dispute, and further, that The Lane Construction Corporation receives the complete job contract involved.
- Paragraph 4: No employee shall be required to pay for loss or damage to any property, unless such loss or damage to any property shall have been caused by his/her willful negligence or improper act.
- Paragraph 5: Military Clause: Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Re-Employment Rights act (USERRA), Title 38, U.S. Code Chapter (43), shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of Health Insurance coverage as provided by USERRA, and pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.
The Employer in its discretion, may make additional payments or award additional benefits or employees on leave for service in the uniformed services in excess of the requirements outlined in USERRA.
Upon notification from an employee that he/she is taking USERRA qualified Military leave, the employer shall notify the Local Union within five (5) business days.

- Paragraph 6: The Employer agrees to abide by the Massachusetts General Laws regarding Jury duty. The Company agrees to pay the difference between Jury duty and lost time regarding the absences involved. Jury duty is not to exceed twenty days (20) during the life of this contract for any one employee and further, the employee is not entitled to any pay unless he/she is scheduled to work during Jury duty absence Also, that if such jury session occurs between April 1, and December 1, he/she will, if requested by the employer, ask for a deferment to a Jury term occurring between December 1, and April 1,.
- Paragraph 7: When an employee is injured on the job and he/she has been instructed by the company doctor or his/her supervisor or foreman to cease work for that day, he/she shall be guaranteed a minimum of eight (8) hours pay for the day injured.
- Paragraph 8: In the event of the death of an employee's spouse, child or grandchildren the Employer agrees to grant funeral leave of five (5) days with pay to the employee at the straight time rate. In the event of the death of the employee's immediate family, namely, Mother, Father, Sister, Brother, the employee shall be granted four (4) days of with pay at the straight time rate for eight (8) hours per day if the employee is scheduled to work the four (4) days immediately following the date of the death. In the event of a death of the employee's Mother in law, Father in law, Grandparents, Brother in law or Sister in law, the employee shall be granted one (1) day off with pay at the straight time rates for eight (8) hours, irrespective of the date of death, he/she would be guaranteed one (1) day off with pay.
- Paragraph 9: Court Appearance Clause: When an employee is required to appear in any court for the purpose of testifying because of any non-chargeable accident as determined by the courts, or an accident while under the Employer's or customers immediate direction, he/she 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 involved in said non-chargeable 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 non-chargeable 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.

Paragraph 10: Any employee involved in any accident must immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee before going off duty and before starting his/her 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 reports shall be made out on Company time. Failure to carry out the provisions of this shall subject the employee to disciplinary action, including discharge.

Paragraph 11: 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 individuals race, color, religion, sex, national origin or age, 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 or age. The Employer and the Union agree that there will be no discrimination by the Company of the Union against any employee because of his/her membership in the Union or because of any employee's lawful activity and/or support of the Union.

Paragraph 12: The Employer will continue the past practice in regard to washup periods, soda machine and lunch areas. Coffee break periods shall be ten (10) minutes in the morning prior to 11:00 a.m. and ten (10) minutes in the afternoon after 1:30 p.m.

Paragraph 13: When work time is in excess of twelve (12) hours the employee shall have a twenty (20) minute break and be paid Ten Dollars (\$10.00) for meal allowance.

Paragraph 14: Any medical examination required by the Employer will be paid for by the Employer, including second opinions.

ARTICLE VII

SENIORITY

Paragraph 1: All new hired employees as of the effective date of this Agreement will be trained for both Transit-Mix and Dump truck Driver. All other employees shall be trained if so requested by employer, seniority shall prevail for the order of such training. Any openings for jobs in either classification shall be bid. Seniority and qualification shall prevail in the awarding of job openings.

Paragraph 2: In the event either of the two primary divisions are eliminated (Transit-Mix or Dump Truck). All seniority employees in that classification shall be combined into a single seniority list. Such list will be structured according to seniority.

- Paragraph 3: All new employees shall be hired on a thirty (30) calendar days 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. After the thirty (30) calendar day trial period they shall be placed on the seniority list as regular employees in accordance with their date of hire.
- Paragraph 4: Seniority shall prevail in assignment to work, in laying off for lack of work, and re-employment after layoff as long the more senior employee is qualified to perform the work available. There shall be three (3) seniority list. One (1) for Transit-Mix, and one (1) for Dump Truck Drivers, and one (1) secondary list. The Transit-Mix and the Dump Truck Seniority list shall have preference to work in seniority order and qualification for work available. When a vacancy occurs in either the Dump Truck list or the Transit-Mix list, it will be offered in seniority order to all those within the secondary list. Seniority and qualification shall prevail. If both the Transit-Mix and Dump Truck list have been exhausted the Secondary list will have preference to work in seniority order.
- Paragraph 5: Seniority shall be broken by discharge for just cause, voluntary quit, failure to report after seven (7) days, notice as herein provided or by a layoff for lack of work for twelve (12) consecutive months, but shall not be broken by proven illness, workers compensation or loss of license due to his/her employment.
- Paragraph 6: Failure to report is defined as: Failure to respond to a notice of recall as specified in this Article for regular work, seven (7) consecutive days after receiving notice or recall by telephone or telegraph or personal contact, to the address last given the Employer by the employee or by mutual agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

- Paragraph 1: No employee shall be dismissed without justifiable cause nor shall he/she be dismissed without a hearing in the presence of his representative if he/she shall request the same.
- Paragraph 2: Upon proper notice to the Employer by the Union that a grievance exists, if the Employer does not agree to sit down and discuss said grievance within fourteen (14) days of receipt of a letter notifying him of such grievance, The Union shall have the right to take all legal and economic action.

Paragraph 3: Any dispute or grievance concerning the interpretation, application or compliance with this agreement not settled amicably between the Employer and the Union Business Agent shall, at either party's request, be submitted either to a single arbitrator if the Union and Employer so agree, or to the American Arbitration Association (Streamlined labor Arbitration Rules), whose decision in the matter shall be final and binding on both parties.

Step 1: All grievances must be made known in writing to the other party within ten (10) days after the reason for such grievance has occurred. The aggrieved employee or employee's shop steward or another authorized representative of the Union shall submit a written grievance to the job superintendent, or his/her duly authorized representative. The shop Steward or another authorized representative of the Union of the employee or employee's involved, shall be present at any meeting between the job superintendent and such employee or employee's. The job superintendent 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 job superintendent or his/her duly authorized representative is not satisfactory, the matter must be taken up by the Business Agent, and a representative of the Employer with authority to act, within seventy-two (72) hours of the written disposition set for in Step 1, unless a reasonable time extension is required by either side.

Step 3: If the disposition of the matter in Step (2) is not satisfactory, either party has the right to file for arbitration as spelled out in paragraph (3) above.

Paragraph 4: The Local Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individuals whose pay is in dispute.

Paragraph 5: With regard to new equipment which is within Teamster jurisdiction and with regard to equipment within Teamsters jurisdiction for which no wage rates appear herein, such wage rates shall be resolved pursuant to this Article.

Paragraph 6: The Administrative costs of the arbitration shall be borne equally by the Employer and the Union. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in the payment of his contribution to the Health and Welfare or Pension fund or Funds, created under this Agreement in accordance with the rules and regulations of the Trustees of such Funds, created under this Agreement in accordance with the rules and regulations of the trustees of such Funds, after the proper official of the Local Union has given seventy two (72) hours notice to the Employer or such delinquency in health and Welfare or Pension Payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such actions is taken, the Employer shall be responsible to the employees for losses resulting therefrom. Employer and Union may mutually agree to extend any time constraints in this Article

Paragraph 7: During the time that any dispute exist concerning the interpretation of the terms of this contract or any other matter not covered by this Agreement, the parties agree that there will be no work stoppage, but that the same will be submitted to arbitration in accordance with this Article.

Paragraph 8: Drug and Alcohol Policy: The Union and the employees acknowledge and agree that the Employer is engaged in a business that requires high public safety standards. Accordingly, the Union and the employees understand and agree that the use or possession of intoxicating beverages, drugs, and controlled substances (other than prescription medications) on Company premises or during working hours is strictly prohibited. The Union and the Employer agree that all applicants for employment with the Company may 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. The Employer may require testing where there is a reportable accident. 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 by 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. The cost of any medical evaluation which includes sobriety or drug testing shall be paid by the Employer, and such test must 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 this provision 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 according to D.O.T. standard language. A positive test result will result in a suspension without pay for a period not to exceed one year for a first offense which does not involve an accident. There will be a one-time opportunity for rehabilitation or treatment.

Paragraph 9: Light Duty: This paragraph applies to any employee who has been injured on the job and has been released to light duty work by the attending physician. The Union agrees the injured employee of the employer released to light duty will perform any light duty work the Employer may have within the attending physician's restrictions regardless of the type of work involved or craft jurisdiction. It is understood this light duty work is temporary in nature (less than six months), and in no way will the performance of this light duty work give rise to a craft jurisdiction claim by any party. The Employer agrees the assigned light duty work will not replace a worker of any craft, and the Employer further agrees to pay the light duty work employee his normal craft wages and make normal benefit contributions. Light duty work will be limited to eight (8) hours a day and forty (40) hours per week.

ARTICLE IX

SEPARABILITY AND SAVINGS CLAUSE

Paragraph 1: In the event any Article or Section 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 request of the Union or Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provision in the Agreement to the contrary

ARTICLE X

HIRED EQUIPMENT AND OWNER-OPERATOR EQUIPMENT

Paragraph 1: The Employer will not hire or lease outside equipment except to supplement his own equipment, when such equipment is in full use.

Paragraph 2: The Employer will not hire or lease outside equipment that would cause a regular employee to be laid off or prevent a laid-off employee from being recalled to work after layoff.

Paragraph 3: It is not the intent of the Company to hire or lease equipment to circumvent the hiring of new employees, provided the Employer has equipment available for the employee to drive.

ARTICLE XI

PENSION

- Paragraph 1: Commencing with the first day of **May 2006** and for the duration of the current Collective Bargaining Agreement between Local Union 404 and the Employer and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement, whether such employment is a regular, probationary, temporary or casual employee, irrespective of his/her 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.
- Paragraph 2: For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of five dollars and fifty-two cents (**\$5.52**) to the above named Pension Fund; and 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 1 through December 31.
- Paragraph 3: As of May 1, 2007 for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of five dollars and eighty cents (**\$5.80**) to the above named Pension Fund; and 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 1 through December 31.
- Paragraph 4: As of May 1, 2008 for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of six dollars and nine cents (**\$6.09**) to the above named Pension Fund; and 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 1 through December 31.
- Paragraph 5: Due to the fact that the employees are laid-off during the winter months, in order to maximize pension credits, any employee who has not received one year of credit and any employee who has worked one thousand (1,000) hours from January 1st to November 15th, will be guaranteed one hundred fifty (150) hours of pension benefits to be paid in the month of October and further guaranteed 150 hours of pension benefits to be paid the following year in the month of April. (These hours are considered earned vacation hours).

Paragraph 6: If a regular employee (as defined in this Collective Bargaining Agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks at the rate of forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay these 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.

Paragraph 7: 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 of hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

Paragraph 8: 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.

Paragraph 9: 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 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.

Paragraph 10: If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20) 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, of 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 notifications to make any required self-audit and/or contributions found to be due, the Local Union shall have the right, after an appropriate 72 hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also,

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

Paragraph 11: 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 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. This Pension Article supersedes and prevails over any other inconsistent provisions or articles contained within this Article.

Paragraph 12: No oral or written modification of this Article 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 Article or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

ARTICLE XII

INSURANCE

Paragraph 1: Commencing with the first day of May 2006, 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 Health Service Insurance Plan of Local Union No 404 for each and every employee covered by this agreement, whether such employee is a regular, probationary, or casual employee, irrespective of his/her 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 2006 thorough April 30, 2007, the Employer shall contribute to the Teamsters Health Service Insurance Plan the sum of six dollars and seventeen cents (**\$6.17**) 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 two hundred forty six dollars and eighty cents (\$246.80) per week for any one employee.

- Paragraph 2: Commencing with the first day of May 2007 thorough April 30, 2008, the Employer shall contribute to the Teamsters Health Service Insurance Plan the sum of six dollars and fifty three cents (**\$6.53**) 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 two hundred sixty one dollars and twenty cents (\$261.20) per week for any one employee.
- Paragraph 3: Commencing with the first day of May 2008 thorough April 30, 2009, the Employer shall contribute to the Teamsters Health Service Insurance Plan the sum of six dollars and ninety two cents (**\$6.92**) 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 two hundred seventy six dollars and eighty cents (\$276.80) per week for any one employee.
- Paragraph 4: Due to the fact that the employees are laid-off during the winter months, in order to maximize Health and Welfare benefits, any employee who has worked 1,000 hours from January 1, to November 15, will be guaranteed 150 hours of Health and Welfare benefits to be paid in the month of October and further guaranteed 150 hours of Health and Welfare benefits to be paid the following year in the Month of April. (These hours are considered earned vacation hours.) Pay 150 hours Health and Welfare for everyone in April and mail check by April 28. Then make adjustment in the second (2nd) week of May for April hours.
- Paragraph 5: 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 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 6: 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, the Employer shall be liable for the cost for collecting the payments due together with attorneys'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 provide under this Agreement.

Paragraph 7: The Employer and Union which are signatory 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 XIII

LEAVE OF ABSENCE

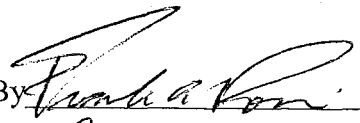
Paragraph 1: Any employee desiring a leave of absence from his/her employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and Employer. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved.

ARTICLE XIV

DURATION

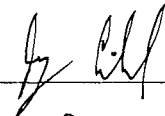
Paragraph 1: The Agreement shall become effective May 1, 2006 and shall continue in full force and effect until and including April 30, 2009 and shall renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change or amend this Agreement.

FOR THE UNION
GENERAL TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN
& HELPERS, BUILDING MATERIALS
HEAVY & HIGHWAY EMPLOYEES
LOCAL UNION NO. 404

By: 
Its: President

FOR THE COMPANY

THE LANE CONSTRUCTION CORP.

By: 
Its: Vice President

LANE CONSTRUCTION NORTHFIELD

Wages

SCHEDULE A

Paragraph 1: A three year Agreement with different rates as follows:

	5/01/06	5/01/07	5/01/08
✓ Transit Mix	\$19.70	\$20.18	\$20.62
Dump Trucks	\$18.56	\$19.04	\$19.48
Low Bed	\$19.56	\$20.04	\$20.48

Paragraph 2: Health and Welfare

	5/01/06	5/01/07	5/01/08
	\$6.17	\$6.53	\$6.92

Paragraph 3: Pension

	5/01/06	5/01/07	5/01/08
	\$5.52	\$5.80	\$6.09