

AGREEMENT BETWEEN

**TEAMSTERS LOCAL UNION #42
HEREINAFTER REFERRED TO AS THE UNION**

&

**AGGREGATE INDUSTRIES, NORTHEAST REGION INC.
HEREINAFTER REFERRED TO AS THE EMPLOYER**

**DRIVERS CONTRACT
QUARRY & READY MIXED**

5/1/14-4/30/19

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Aggregate Industries

Drivers

This Agreement made and entered into by and between the undersigned Aggregate Industries, Northeast Region, INC., hereinafter called the Employer, and TEAMSTERS UNION LOCAL # 42, affiliated with the International Brotherhood of Teamsters, 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 hereinafter described from the First day of May, 2008 through April 30,2011 and shall be binding upon both parties, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided.

ARTICLE 1

PURPOSE OF AGREEMENT

It is the purpose of this Agreement to promote harmonious relations between the Employer and its employees and to establish proper standards of wages, hours, and other working conditions.

ARTICLE 2

UNION RECOGNITION

- (1) The employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947 as amended excepting jobs now represented by other Unions.
- (2) The employer shall not enter into any agreement or contract with his Employees individually or collectively, or with any officer or representative of the Union which in any way conflicts with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void.

ARTICLE 3

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 a 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

employment on or after sixty (60) working days following the beginning of their employment or on and after sixty (60) working days following the effective date of this Agreement, whichever is the later.

ARTICLE 4

A member in good standing is one who is not in arrears in the payment of periodic dues and assessments 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.

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues and uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the Where an employee who is on check off is not on payroll during the week in which the deduction is to be made, the employee must make arrangements with the union to pay such dues owed.

ARTICLE 5

TRIAL PERIOD

All new employees shall be hired on a thirty working day trial basis and shall work under the provisions of this Agreement within which time they may be dismissed without protest by the Union. After the sixty (60) day working day trial period they shall be placed on the seniority list as regular employees in accordance with their date of hire.

ARTICLE 6

STEWARDS- APPOINTMENTS AND DUTIES

The Employer recognizes the right of the Union to designate a Chief Steward and Alternate from the Employer's seniority list, but no more than one in each classification. The authority of the Chief Steward and Alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (1) The investigation and presentation of grievances to his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement.
- (2) The collection of dues when authorized by appropriate Local Union official.

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

(a) Have been reduced to writing , or

(b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns or refusals to handle goods.

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

The Employer recognizes these limitations upon the authority of the Chief Steward and Alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event of the Chief or Alternate Steward has taken unauthorized strike action, or work stoppage in violation of this Agreement. The Union reserves the right to remove the shop Steward at any time, for the good of the Union.

The Chief Steward shall be granted super-seniority for all purposes including layoff provided he can perform the work available without the benefit of training.

ARTICLE 7

SENIORITY

(a) On February 1st for March 1st and on July 1st for August 1st, the employees will be permitted to bid on working in either the Aggregates list or the RMX list. Each employee will work on the selected list for the defined period. The Company will allow 4 regular employees and 2 alternates per each defined period for the Aggregates list. If the Swampscott Quarry is subject to a seasonal shutdown, those employees, if qualified, will be permitted to work on the Ready Mix list on the basis of their seniority. Seniority and qualification will determine start times only and the Employer will assign said start times to employees in the order of their daily job assignment and seniority. Should the Employer violate the principle set forth herein, he shall compensate for the earning opportunity lost at the rates provided herein, those employees affected. During the workweek (Monday – Friday) personnel working shall not be bumped for overtime opportunity.

For Aggregates, in the event a Driver is not able to report to work on a given day, another Aggregates employee will be permitted to perform their work and the Company will not be required to call in additional employees. In the event that a regular employee working on the Aggregates list will be off from work for a period of 5 days or more (e.g. planned vacation), the Company will utilize one of the alternate employees to work for this period of time.

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

(c) Any employee elected or appointed to any official position in the Union shall upon completing his term of office be restored to his former position without loss of seniority.

(d) There are no territorial rights whatsoever for the delivery of any products produced by the Company regardless of where produced or delivered. The Company will retain the exclusive right to determine the plant for production and the unit/truck for delivery.

(e) Seniority shall be broken only by:

- a. Discharge, subject to the grievance and arbitration procedure.
- b. Voluntary quit.
- c. Unauthorized leave of absence.
- d. If he fails to stay in good standing with the Union by failure to pay his dues. The Union is obligated to report in writing a seven (7) days notice to the Company any employee that is in arrears with his dues. At the end of the seven (7) day period, the Union will notify the Company in writing whether the employee remains in arrears with his dues and if so notified, the Company will remove the employee from the seniority roster list.
- e. Loss of license to operate a motor vehicle. The Company shall allow employees one month to correct any administrative loss of license
- f. Repeated tardiness, unexcused absences, and failure to timely notify the Company of absence from work.
- g. Tampering with time including the inaccurate reporting of time worked, punching or altering of another employee's time.
- h. If an employee is laid-off for lack of work for one year or more beginning January 1, 2012.
- i. Absence due to health-related reasons for eighteen (18) months.
- j. Absence due to a work-related injury for eighteen (18) months.

Employees may receive training without regard to seniority. In the event the training affects the employee's ability to continue working then it will be offered on the basis of seniority.

Seniority shall be determined as time worked in the bargaining unit covered by this agreement.

ARTICLE 8
GRIEVANCE & ARBITRATION PROCEDURE

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute. Any grievance arising between the Company and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1 The shop steward must present the grievance in writing, setting forth their contentions in full to the Company within five (5) working days after the reason for the grievance has occurred or the grievance is waived. There shall be no time limit in case of violation of the wage provisions of this Agreement. If a satisfactory settlement is not reached within three (3) working days, then

Step 2. The business representative of the Union shall then take the matter up with a representative of the Company, or its attorney, with authority to act upon such grievance. A decision must be made within five (5) working days. Employees shall have the shop steward or a representative of the Union present during the discussion of any grievances with a representative of the Company.

Step 3. If no satisfactory settlement can be agreed upon, the parties shall select a mutually agreeable and impartial arbitrator within 10 days after the disagreement. The 10 day time limit may be extended by mutual agreement. If unable to agree, they shall select from a list supplied by the American Arbitration Association. The expense of the arbitrator selected or appointed shall be borne equally between the Company and the Union. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms or conditions under this Agreement. Both parties agree to accept the decision of the arbitrator as final and binding. The arbitrator shall render his or her decision within thirty five days after the hearing is closed.

Section 2. All time limits set forth in this Article are to be strictly construed, and any matter which is not processed within the stated time limits shall not have standing under this Agreement and shall be deemed withdrawn. Time limits may be extended by mutual written

agreement of the parties. This Grievance and Arbitration Procedure shall not survive the expiration of this Agreement.

Section 3. The Union on behalf of the employees agrees that during the period of this agreement or any extensions thereof, there shall not be any suspension of work or strike of any kind against the employer, and the employer agrees that during said period, there shall be no lock-out of employees.

ARTICLE 9
WAGES AND HOURS

1. Ready Mix Drivers, Three Axel Dumps, Heavy Unlicensed Pit Trucks
See Attachment A

Newly hired employees shall receive 80% of the applicable classification hourly rate for the first twelve (12) months of their employment, 90% for the following twelve (12) months of their employment, bringing the employees to the full applicable new hire rate after twenty-four (24) months of continuous employment.

2. Overtime shall be paid after eight hours worked in a day or after forty hours worked in a workweek. There shall be no pyramiding of overtime.

3. Seniority will determine start times only and the Employer will assign said start times to employees in the order of their seniority from Monday through Sunday inclusive provided they are capable and qualified to perform the work required.

Employees shall be assigned a definite time to report for work no later than 10 AM and any employee who so reports, unless otherwise advised by 5:30 P.M. the previous day, shall be entitled to their daily guarantee. The schedule will be posted on a telephonic answering machine (or other similar equipment) by 5:30 P.M. the previous day. The employee will be furnished with a toll-free number to access the schedule. It will be the responsibility of the employee to check the schedule on a nightly basis.

In the event of a cancellation of work, the following notice provision shall apply. In the event of a cancelled or postponed booking, the Company agrees to attempt to give employees a one (1) hour notice on cancellation and will record or otherwise memorialize said notice. In the event the Company does not attempt to notify the employee either in person or via telephone, the employee

shall be guaranteed 4 (four) hours work, except for Rain, Sleet, Snow or other Acts of God, then the hours paid will be time worked.

In the event it is necessary for the employer to call additional employees the following morning the calls will be made in order of seniority. When calls are made, the calls will be made in ten (10) minute blocks. If the senior most employee is not available at the telephone number furnished by the employee, the employer shall call the next senior employee. Upon request, the employer shall provide recorded confirmation of the telephone calls.

Any employee injured on the job shall be guaranteed his respective daily guarantee for the day on which he was injured, provided he goes to a clinic or hospital designated by the Employer, except in case of emergency requiring immediate hospitalization.

Any employee who is scheduled to work on any normal work day and who reports at the assigned time shall be entitled to their daily guarantee. In the event that such an employee is not required to perform his scheduled work, he is to do such other work as the Employer may direct. Should the employee, when assigned to report, report late or refuse to work as required, they will not be entitled to the pay guarantees provided by this provision.

Employer may call in additional qualified employees in groups based on seniority.

4. Employees shall not be required to take more than one half hour for lunch, and the lunch period shall not start before the fourth (4th) work hour of their shift.

5. When bids are required on ready mixed requiring night work, a second shift will be allowed for work under this Agreement with starting time to be designated by the Employer. The rate of pay shall be \$1.00 per hour more than the day rate.

6. The Quarry drivers position shall be compensated with a shift differential of \$.75 per hour for those employees who start between 12:00 noon and 2:00 pm.

7. Any employee working on Saturday shall receive time and one half the applicable union rate of pay, and the employee shall be guaranteed no less than 4 hours for the day.

8. For Employees that are working in the Quarry, they will be entitled to one (1) fifteen (15) minute coffee break before 1:30 p.m.

9. In the Quarry, the company will retain the right to schedule 4 days at 10 regular hour shifts vs. 5 days at 8 regular hours shifts, on any given week as long as notification has been given the week prior to the employees.

ARTICLE 10
SUNDAYS AND HOLIDAYS

1. The following shall be recognized as paid holidays, and all employees shall be paid eight (8) hours straight time pay therefore:

New Years Day	Independence Day
Martin Luther King's Birthday	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Memorial Day
Christmas Day	Thanksgiving Day
Day After Thanksgiving	

Two (2) personal holidays (2 day notice required) for the day on which the holidays are celebrated. Employees must work thirty-five days to qualify for each personal holiday. All personal days must be used in the year they are earned and will not be carried over or paid out if not used. Employees hired after May 1, 2011 will not be entitled to personal days.

2. All regular employees shall receive eight (8) hours pay without working for all above mentioned holidays providing they work any part of the holiday week and the immediate day before and immediate day after the holiday.
3. All hours worked Sunday shall be paid for at the rate of double time the applicable union rate of pay, and the employee shall be guaranteed no less than four (4) hours pay for the day.
4. The first eight (8) hours of work done on a holiday shall be paid at time and one half. All time worked on a paid holiday over eight (8) hours shall be paid at double the applicable union rate. Employees shall be guaranteed no less than four (4) hours pay for the day, however, employees shall be paid for all hours worked, (i.e. employee works 5 hours, he shall receive 5 hours pay.)
5. Men out of work on workmen's compensation or drawing pay from the Health and Welfare Fund are not entitled to holiday pay unless they have worked at least part of one day in the holiday week. Time out for Health and Welfare sickness does not count toward vacation qualification.
6. Vacation time off and personal days off shall not exceed 10% of the work force being out at one time. In addition to the aforementioned 10%, an additional 4% of the work force may be out on personal days. The additional personal days 4% is not applicable on Fridays.

ARTICLE 11
UNIFORMS

The employer agrees to pay the cost of uniforms for all drivers of licensed trucks. The employer agrees to reimburse, each driver, upon receipt, half the cost, up to \$75.00 toward the cost of work boots.

ARTICLE 12
VACATIONS

Every employee having the following service beginning with the first day of his employment to the anniversary date of employment, including any absence resulting from injuries incurred during the performance of his duties, shall be granted the following vacation in order of their seniority, commencing 5/1/08:

One year (1) but less than two (2) years- one (1) week with pay based on (40) forty hours at his regular straight time hourly rate of pay.

Two (2) years to ten (10) years- two(2) weeks with pay based on eighty (80) hours at his regular straight time hourly rate of pay.

Ten (10) to sixteen (16) years- three(3) weeks with pay based on one hundred and twenty (120) hours at his regular straight time hourly rate of pay.

Sixteen (16) to twenty (20) years- four (4) weeks with pay based on one hundred and sixty (160) hours at his regular straight time hourly rate of pay.

Twenty (20) years- five (5) weeks with pay based on two hundred (200) hours at his regular straight time hourly rate of pay.

Employees hired after March 1, 2000 will not be eligible for the 5th week of vacation.

For all new employees hired after May 1, 2008, the following vacation schedule will apply:

- 1 year but less than 2 years – 1 week
- 2 years but less than 10 years – 2 weeks
- 10 years but less than 20 years – 3 weeks
- 20 years or greater – 4 weeks

Anniversary date of an employee is to be construed as meaning one (1) year from first day of employment. Vacation accrued in the current anniversary year will be earned and available for use by the employee following their next anniversary date.

All vacations, except third week of three week, fourth week of four week and fifth week of five week vacations, unless by mutual agreement between the parties involved, shall be taken between May 1 and November 1, and shall be chosen by seniority. The Company will post a notice of vacation periods and said notice shall remain posted for a period of thirty (30) days in which time employees shall choose their vacation period. Employees who fail during this thirty (30) day period to select their vacation shall select their vacation period from whatever time is left.

Days paid to an employee for vacation pay and for paid holidays during the anniversary year shall be computed as days worked to qualify for vacation pay.

Any employee who is discharged or who terminates his service with the employer shall receive unpaid vacation pay due him for that year.

Any dispute on vacation shall be adjusted between the Employer and the Union.

Any employee who has worked any part of one hundred and thirty five (135) days during his anniversary year will have qualified for vacation.

The Company will allow up to ten percent (10%) of the numbers of employees on each seniority list to be on vacation at one time; with fractional numbers broken down to the next lowest whole. In addition to this, other men will be allowed to take vacation when business is slow, at the discretion of the Company.

Any unused vacation time not taken at the end of the employee's anniversary year will be forfeited.

ARTICLE 13 **LEAVE OF ABSENCE**

A leave of absence for reasons other than sickness or induction into the Armed Forces must be approved by both the Union and the Employer.

All leaves of absence are granted without pay but without loss of seniority.

Any employee who is proved to have been employed elsewhere during a permitted leave of absence shall be considered as having terminated his employment.

The parties shall allow leaves for military service pursuant to applicable statutes.

ARTICLE 14 **UNION RIGHTS**

During the term of this Agreement, the Employer will not conduct a lockout and the Local shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, work stoppage, boycott of the Employer's product or any other interference with or interruption of work of the Employer. However, it shall not be a violation of this Agreement, and it shall not be cause

for discharge or disciplinary action in the event an employee refuses to enter upon any property of an employer (other than the Employer) involved in a primary labor dispute or refuses to go through any primary picket line of an employer (other than the Employer).

It is further mutually agreed that the Employer shall have the unqualified right to take the action it deems advisable, including discipline and discharge, against any employee engaging in, participating in, encouraging, aiding or abetting any such unauthorized strike, slowdown, boycott, walkout or stoppage of work of the Employer.

No driver or helper shall be required to operate or to work upon a vehicle which is known by the company to be defective in condition or equipment, in violation of any law or ordinance. Whenever defective equipment is reported by a driver to the company, the company agrees that no driver will be asked or allowed to take out the equipment until same has properly inspected and repaired and is fit to go on the road.

ARTICLE 15

NORTHERN NEW ENGLAND BENEFITS TRUST **STANDARD FORM OF PARTICIPATION AGREEMENT**

(A) The undersigned Employer and Local Union represent that the only agreement between the said Local Union and the Employer regarding Insurance Benefits for employees covered by the Collective Bargaining Agreement between the Local Union and the Employer is as follows:

1. Commencing May 1, 2014, the company will submit all hours where an employee receives pay up to 2080 to NNEBT per plan year for each employee. The annual 2080 hour plan year period will run from May 1 through April 30 of the following year. Effective May 1 of each year when the Health and Welfare increases are determined by NNEBT, the company and the union agree to sit down and discuss the impact of those increases, whether to be deducted from wages or added to the hourly deduction. If at the end of 20 calendar days there is no agreement between the company and the union, the company has the exclusive right to deduct the health and welfare increases from wages until an agreement can be made. Any agreed changes will retro back to May 1 or when the rate increase took effect if different.
2. For any Health and Welfare increase that is greater than 5% in any given year, only 5% if the increase can be added to the hourly deduction, and the balance will be deducted from

wages. For example, if the increase was 7% which equaled \$.70 cents, \$.50 cents can be added to the hourly deduction and \$.20 cents will be deducted from wages.

For the purpose of this agreement, it is understood that contributions shall be payable on behalf of employees represented by the Union from the first (1st) day of employment, whether said employees are permanent, temporary, or seasonal, or full time or part time employees.

- (B) The payments to the fund required above shall be made to the Northern New England Benefits Trust by the 20th of the month following the month completed. The Employer further agrees irrevocably to designate as its representative on the Board of Trustees of the Fund such Trustees as are name in the said Agreement of Declaration of Trust as Trustees together with their successors selected in the manner provided in the said Agreement, and agrees to be bound by all the action taken by the Trustees pursuant to the said Agreement and Declaration of Trust.
- (C) It is agreed that all contributions shall be made at such times 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 Fund.
- (2) The parties agree that this agreement shall be considered part of the collective bargaining agreement between the Local Union and the Employer and there is no other agreement between them regarding Insurance Benefits, other than the Collective Bargaining Agreement presently in effect. The parties further agree that no agreement regarding Insurance Benefits other than this agreement shall be effective during the period covered by the said Collective Bargaining Agreement, except with the consent of the Board of Trustees.
- (3) The expiration date of the Collective Bargaining Agreement between the Local Union and the employer is April 30, 2011. Copies of any renewal or extension agreements will be promptly furnished to the Fund and if not consistent with the Agreement can be used by the Trustees as the basis for termination of participation of the Employer.
- (4) This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The employer shall give prior notices in writing of this Agreement to any purchases, transferee, lessee, assignee or other successor in interest. A copy of such notice shall be furnished to the Trustees not later than four (4) days after the effective date of the transaction. The employer agrees that its failure to so notify its successor and the Trustees will operate to continue the Employer's obligations under this Agreement. If at any time during the term of this Agreement or any renewal or

amendment thereof, there should be enacted any Federal or State Laws or regulations requiring the Employer to secure, provide or pay for insurance benefits or coverage of the type being provided by the Fund to employees covered hereunder, it is understood that the aforesaid plan of benefits provided by the Fund may have to be adjusted in compliance with such new law. If such law does not permit the Fund to assume and discharge the Employer's obligation the Employer may, upon thirty (30) days' written notice to the Union, reopen this Agreement solely for the limited purpose of reviewing the amount of the Employer contributions to the Fund. All of the foregoing is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, The employee Retirement Income Security Act of 1974, as amended and to any other applicable laws.

The employer shall continue to make the applicable weekly contribution per week for a period up to 52 weeks for an employee who is absent because of a compensable industrial accident.

ARTICLE 16

INVALIDITY OF PROVISION

If any article or section of this contract or of any riders thereto should be held invalid by operation of by law or by tribunal of competent jurisdiction or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to personal or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement has been restrained shall not be affected thereby. In the event that any article or section is held invalid or enforcement or compliance with has been restrained as above set forth, the parties affected thereby request of either party or both, for the purpose of arriving at a mutually satisfactory replacement, either party or both shall refer the subject matter to arbitration as provided therein.

ARTICLE 17

ACCESS TO PREMISES

Officials of the Union shall be permitted to enter terminals or garages of the Employer and investigate working conditions and adjudicate any grievance relating to this Agreement. The Union official must notify the Plant Manager or Site Supervisor when entering the property and must adhere to all safety rules and procedures, including checking in at the scale house.

ARTICLE 18
BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, i.e. father , mother, sister, brother, son, daughter, husband or wife, it is recognized by the parties that the employee may need time off to attend funeral service from the day of death to the day of the funeral. If any of these days off are the employee's scheduled working days, the employee shall suffer no loss in pay for the first four (4) hours' pay or what would have been earned up to 8 hours for each day, but not to exceed a maximum of four (4) days (three days for mother-in-law, father-in-law, and the grandchildren and one (1) day for grandparents.

ARTICLE 19
PENSION

- A. This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.
- B. Commencing with the 1st. day of May 2014 and for the duration of the current collective bargaining agreement between Local Union 42 and the Employer, and any renewals or extensions thereof, the employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employee subject to this collective bargaining agreement, as follows:

For each hour of portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$9.99 cents to the New England Teamsters and Trucking Industry pension Fund. Payment hereunder shall not be more than 2080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the 1st day of May, 2015 the said hourly contribution rate shall be \$10.79, commencing with the 1st day of May, 2016, the said hourly contribution rate shall be \$11.65, commencing with the 1st day of May, 2017, the said hourly contribution rate shall be \$12.58, commencing with the 1st day of May, 2018, the said hourly contribution rate shall be \$13.59.

Any contribution or other charge to the employer that is greater than the above stated rates will be offset with a deduction from the applicable wage rates. Should any additional amounts be required by the Trustees or the law during the term of this Agreement, such amounts shall be paid by the Employer and deducted from the regular hourly rate paid to each employee.

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

If a regular employee (as defined in the collective bargaining agreement) is absent because of work related injury, the Employer shall continue to make the required contributions at a rate of forty(40) hours for each such week until the employee returns to work; however, such contributions of forty(40) hours shall not be paid for a period of more than twelve (12) months.

- C. The employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry pension Fund agreement and declaration of Trust dated April 11, 1958 and accepts such an Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.
- D. The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.
- E. It is also agreed that all contributions shall be made at such time and in such manner as the trustees shall reasonably require; and the trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose

of determining the accuracy of contributions to the pension fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

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 within the month for which contributions must be paid, or if the Employer having been notified that its contributions to the Fund have been under-reported and/or underpaid fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of the collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for the losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payment due together with attorney's fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

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

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

The parties agree that this Standard Participation Agreement shall be considered a part of the collective bargaining agreement between the Local Union and the Employer and that no other agreement between the Employer and the Local Union regarding pensions, or retirement is in effect or will be effective during the period covered by the collective bargaining agreement.

The expiration date of the present collective bargaining agreement between the Employer and the Local Union 42 is at the conclusion of April 30, 2019. Copies of any renewal or extension agreements shall be furnished promptly to the Pension Fund, and if not consistent with the Standard Participation Agreement and/or Mandatory Contract Language or both required by the trustees, such non-conformity may be used by the trustees as a basis for the termination of the participation of the Employer as a contributing employer to the Fund.

ARTICLE 20
EMERGENCY REOPENING

In the event of declaration of war by the United States Congress, declaration of national emergency or imposition of national civilian economic controls during the life of this Agreement, either party may re-open the same upon (60) days' written notice, and request negotiations of matters dealing with wages and hours. Upon failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support its request for revisions. If governmental approval or revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action of the expiration thereof.

ARTICLE 21
JURY DUTY

When an employee covered by this Agreement is required to act as juror, the time up to five (5) days within the calendar week spent as a juror shall be construed as time worked for the Company. The difference between the employee's earnings as juror and the normal earnings for four (4) hours' pay or what would have been earned up to 8 hours for each day with the company shall be paid by the company. For each day the employee covered by this agreement is required to act as juror, he/she must provide the Company with a signed form from the court stating that he/she did, in fact, appear for jury duty on that day.

ARTICLE 22
NON-DISCRIMINATION

The company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms and conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin, age or handicap/disability as protected by law. The company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his/her membership in the Union or because of any lawful activity and/or support of the Union. The parties further agree to comply with the provisions of the family Medical Leave Act(FMLA).

ARTICLE 23
MANAGEMENT RIGHTS

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

ARTICLE 24
LOSS OF LICENSE AND MEDICAL CARD

All employees will be responsible for possessing the required licensures to operate the equipment they are assigned to. Any employee who operates a Company vehicle with an expired, suspended, or revoked driver's license or licensure (depending on the type of equipment being operated, shall be subject to discharge. In the event the employee shall suffer a revocation of his chauffeur's license because of the violation of any laws by the Employer, except where the employee has been deemed negligent, the Employer shall provide suitable and continued employment for such employee, for the entire period of revocation of license, provided not on layoff, and the employee shall be reinstated to his previous assignment held prior to revocation of driver's license, after his driver's license is restored. It is the employee's responsibility to ensure there Medical Card and License is not expired. Failure to do so will result in disciplinary action up to and including discharge.

ARTICLE 25
COMPLETENESS OF AGREEMENT

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

ARTICLE 26
SAFETY AND ENVIRONMENTAL POLICY

- The Employer may promulgate and post such reasonable safety and environmental rules and requirements as may be required to maintain a safe and environmentally sound workplace.
- The parties agree to pre-employment physicals upon a conditional offer of employment, and to physicals prior to returning to work following a layoff of ninety (90) days or greater. The parties also seek to attain a drug-free workplace to provide all workers with a safe and productive work environment. Consistent with recognized national standards, the Employer may establish pre-employment, post-accident and for cause (under direction of supervisors skilled in the detection of substance abuse) drug testing procedures.
- All employees will be subject to the Company's Drug and Alcohol Policy dated March 1, 2009, and any updates thereafter.
- The Local acknowledges the Employer's "Light-Duty Policy." Consistent with sound medical advice the employees will cooperate with this policy.
- All vehicles, machinery or equipment utilized in the performance of work under this Agreement shall be equipped with all safety appliances validly required by law. The employees shall report all defects of equipment to the Employer on such forms or in such manner as the Employer may require. The Employer shall take necessary steps to correct any such defects in equipment reported by an employee, and shall take all reasonable steps to insure that working conditions are in compliance with existing laws.
- All safety and environmental violations, including unsafe acts, and violations of the Employer's Personal Protective Equipment (PPE) Policy shall constitute grounds for disciplinary action. Such disciplinary action, depending on the severity of the infraction, shall be progressive including verbal warnings (with notations placed in the employee's file), written warnings with

copies forwarded to the Local Union, and suspension without pay, up to and including termination.

- Unsafe acts or violations of Employer's Safety policies (i.e., lockout/tagout or confined space) that place the employee, co-worker, or others in danger of injury or death, will result in disciplinary action, up to and including termination
- Employees cited for repeated and willful violations of the Employer's Safety or Environmental Policies, or with a pattern of safety or environmental violations, will be subject to disciplinary action up to and including termination.
- All employees will be subject to the Company's SRRC Policy and any revisions thereof
- The Employer, while maintaining a consistent disciplinary policy, reserves the right to use or modify any and all of these procedures and will base its actions on the severity and circumstances of each individual case.

ARTICLE 27 **TERMINATION OF AGREEMENT**

This agreement shall remain in full force and effect from May 1, 2014 through and including the 30th day of April, 2019 and shall then renew itself from year to year, unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the first of any subsequent expiration dates of the Agreement of a desire to change or amend this Agreement.


If notice or desire to amend or add to this agreement is given, the parties shall within a reasonable time prior to any expiration date, enter into negotiations concerning such request.


During the course of negotiations for amendment, revision, or modification of designated provision, provisions, or renewal thereof, the terms and conditions herein set forth shall continue in effect and any changes finally agreed upon shall be retroactive to the date of expiration and effective as of that day, providing sides have negotiated in good faith.

SIGNED THE 18 DAY OF September, 2014

FOR THE UNION

By it's duly authorized agent







Title

FOR THE COMPANY

By it's duly authorized agent





Title

Attachment A – Wages

	5/1/2014	11/1/2014	5/1/2015*	11/1/2015	5/1/2016*	5/1/2017*	5/1/2018*
Total Annual Increase	\$0.9500	\$0.2500	\$0.9800	\$0.2500	\$1.0100	\$1.0400	\$1.0700
Remaining amount after pension/health increase	\$0.02	\$0.25	\$0.18	\$0.25	\$0.15	\$0.11	\$0.06
Wage - Driver	\$21.52	\$21.77	TBD	TBD	TBD	TBD	TBD
Wage - Shipper	\$23.52	\$23.77	TBD	TBD	TBD	TBD	TBD
Health and Welfare	\$9.283	\$9.283	\$9.283*	\$9.283*	\$9.283*	\$9.283*	\$9.283*
Pension	\$9.99	\$9.99	\$10.79	\$10.79	\$11.65	\$12.58	\$13.59
EE Portion H&W	\$1.85	\$1.85	\$1.85*	\$1.85*	\$1.85*	\$1.85*	\$1.85*

* In May of the years 2015, 2016, 2017 and 2018 when the Health and Welfare increases are determined by NNEBT, the company and the union agree to sit down and discuss the impact of those increases, whether to be deducted from wages or added to the hourly deduction. If at the end of 20 calendar days there is no agreement between the company and the union, the company has the exclusive right to deduct the health and welfare increases from wages until an agreement can be made. Any agreed changes will retro back to May 1 or when the rate increase took effect if different.

SIDE LETTER AGREEMENT

Aggregate Industries Northeast Region, Inc. ("Company") and Teamsters Local 42 ("Union") have agreed to the following for the Saugus Ready Mix location drivers:

1. When a driver from the Saugus Ready Mix Plant loads out of a Teamsters Local 25 Plant (Everett, Dorchester or Waltham) to deliver to the 5 cities and towns that are listed in the Teamsters Local 25 Agreement (Boston, Everett, Cambridge, Somerville and Brookline), the driver will receive a \$2.00 per hour wage increase over his contract rate from the time he is ticketed at the Local 25 plant to the time he either; a) returns back to the Local 25 Plant (Everett, Dorchester or Waltham) after their delivery or; b) is told to return back the Saugus Plant, whichever comes first. At all other times, the driver shall receive his contractual hourly wage rate.

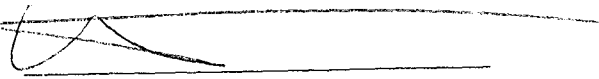
2. For any deliveries that are made outside of the 5 cities and towns outlined above, the driver will receive his standard contractual hourly rate as outlined in his CBA regardless of what plant he loads from or city he delivers to.

3. This Agreement will become effective upon notification of the ratification of the Teamsters Local 42 Collective Bargaining Agreement and will expire on September 30, 2016. From October 1, 2016, forward, the driver will receive his contractual hourly rate regardless of what plant he loads out of or city he delivers to.

4. The parties agree that this will no longer be a subject of bargaining.

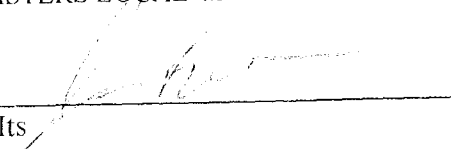
Dated: 9/19, 2014

AGGREGATE INDUSTRIES – NORTHEAST
REGION, INC.

By: 
Its

Dated: 9/19, 2014

TEAMSTERS LOCAL 42

By: 
Its