

AGREEMENT

between

J.G. MACLELLAN CONCRETE CO., INC.

and

TEAMSTERS LOCAL UNION #42

affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

MAY 1, 2014 THROUGH APRIL 30, 2019

AGREEMENT

This Agreement made and entered into by and between the undersigned J.G. MACLELLAN CONCRETE CO., INC., hereinafter called the Employer and TEAMSTERS 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, 2014 through the 30th day of April, 2019, and shall be binding upon both parties, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided.

ARTICLE I **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 II **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.

(3) Subject to the provisions of this Agreement, it is recognized and agreed that the management of the plant and the direction of the working forces is vested in the Company. Among the rights and responsibilities which shall continue to be vested in the Company shall be the right to increase or decrease operations, the types of products handled, methods, processes

and means of operation, use and control of plant property, selection of employees for hire, price determination and other aspects of relationship to customers, to remove or install machinery and increase or change production equipment, to introduce new or improved methods and facilities, to relieve employees from duty because of lack of work, and to discipline or discharge employees for just cause, PROVIDED that none of such rights shall be exercised in violation of any provision of this contract. Rights not expressly waived by this Agreement, shall be retained by the Employer. The listing of specified rights in this Agreement is not intended to be nor shall be considered restrictive of or a waiver of any rights of the Employer not listed herein.

ARTICLE III

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 the sixty-first (61st) day following the beginning of their employment or on and after the sixty-first (61st) day following the effective date of this Agreement, whichever is the later.

ARTICLE IV

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

same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week during which the deduction is to be made, the employee must make arrangements with the Employer to pay such dues in advance.

ARTICLE V **TRIAL PERIOD**

All new employees shall be hired on a (60) work 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 work day trial period they shall be placed on seniority list as regular employees in accordance with their date of hire. New employees may receive orientation training without regard to seniority.

ARTICLE VI **STEWARDS - APPOINTMENTS AND DUTIES**

The Employer recognizes the right of the Union to designate job stewards and alternates for each terminal from the Employer's seniority list, but no more than one in each classification. The authority of job stewards and alternates 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 an 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.

Job stewards and alternates 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 job stewards and their alternates, 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 the shop 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 Steward shall be granted super-seniority for purposes of layoff and recall, rehire and daily start time.

ARTICLE VII

SENIORITY

(a) The youngest employee in length of service shall be laid off first providing the remaining men are qualified and able to do the bargaining unit work remaining to be done.

(b) An employee who has been laid off, shall, if specifically named by the Employer, be given at least forty-eight (48) hours to report to the job when he is called back to work, without loss of benefits or rights. In the event the employee fails to report within the time specified, he shall lose any benefits and rights he might have with the Employer and a new employee may be hired. The Union shall furnish a temporary driver if requested to do so.

Saturday driving work shall be equally apportioned among the regular employees. Regular employees returning from layoff shall be entitled to their regular rotation of Saturday work on the second (2nd) Saturday following their return.

(c) An 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) Employees, in the order of their seniority, shall have preference:

1. In selection of assignments from the working schedule.
2. In filling of vacancies and job opportunities in the working schedule.
3. To work opportunity in the event of layoff for lack of work if qualified.
4. In recall to work after layoff
5. In selection of vacations from the vacation schedule.

These rules shall not apply if there are any breakdowns or shutdown periods during the day. A man whose vehicle is broken down or whose operation is shut down shall go home regardless of seniority. However, seniority shall apply the day after a vehicle breaks down if the vehicle is still out of service the next day.

This two (2) day period only applies to a change in department.

(e) Seniority shall be computed from the employee's last day of hire by the employer in or transfer into the bargaining unit covered by this Agreement and shall be broken by:

1. discharge for just cause,
2. voluntary quit
3. being laid off, or being unable to report for work due to sickness, non-work related injury or work-related injury for a period of five years.

(f) No employee may punch out or leave work without the permission of the dispatcher. This does not apply when it is obvious that no work remains to be done, such as when the plant

doors are down.

ARTICLE VIII
GRIEVANCE PROCEDURE

Whenever any employee has a grievance or a complaint which he feels is justified, the following shall be followed:

1. The employee involved shall first discuss the matter with the steward.
2. In the event that the steward feels that the employee has a justifiable grievance and that he might be able to settle the matter, he will then contact the Employer or its representative.
3. If the matter is not resolved, the steward will then report the subject matter to the Union. The Union will then try to adjust the matter with the Employer or its representative.
4. (a) Any employee having a grievance must report said grievance or complaint in compliance with the provisions of this Article not later than five (5) calendar days from the date when the employee knew or should have known about the facts giving rise to the grievance. Failing to do so, said grievance or complaint shall be dismissed.
(b) All discipline must be presented to employees within five (5) calendar days from the date when the Company knew or should have known about the alleged infraction, and the failure to do so shall deem said discipline time barred.
5. Grievances within the meaning of the grievance procedure shall consist of disputes about working conditions and application of particular clauses of this Agreement, and about alleged violations of this Agreement.
6. An unresolved grievance shall be presented in writing within ten (10) days from the date of the incident on which the grievance is based for arbitration to an arbitrator who shall be

selected by the parties and, failing agreement, under the rules of the American Arbitration Association. There shall be no strike or lockout in consideration for the agreement by the parties to accept the decision of the arbitrator as final and binding. The arbitrator shall render a decision within seven (7) days from the date of the arbitration hearing.

7. When an employee has received a warning as part of his disciplinary record and has not received a warning thereafter for a similar offense for a period of twelve (12) months, that warning shall be expunged from his personal records.

ARTICLE IX
WAGES AND HOURS

Batch Men Ready Mix Drivers Assistant Batch Men
Three Axle Dumps

05/01/14	\$25.95	\$25.85
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Newly hired employees shall receive eighty (80%) percent of the applicable classification hourly rate of pay, for the first six months of employment. For the second six months of employment, the employee shall receive eighty-five (85%) percent of the applicable classification rate of pay. Commencing with year two, the employee shall receive ninety (90%) percent of the applicable classification rate of pay. Commencing with year three, the employee shall receive one hundred (100%) percent of the applicable classification rate of pay.

The company reserves the right to evaluate the performance and experience of new hires. In the exercise of its sole discretion, the company has the right to pay a newly-hired driver the established contract rate if the company so desires. It is agreed that the company's decision is not reviewable in arbitration.

2. All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2) the normal rate.

3. Time and one-half (1 1/2) the normal rate shall be paid for work performed on Saturday.

4. All Drivers shall be given a starting time no later than 9:00 am each day including Saturday, except that from November through April the starting time shall be no later than 10:00 AM. An employee who actually reports for work in compliance with the above guidelines shall be entitled to a minimum guarantee of not less than (4) hours work or pay from November through April, and not less than eight (8) hours work or pay from May through October. The

foregoing guarantees do not apply in the event of rain, sleet, snow or other Acts of God; then hours paid will be time worked.

5. Should the company in the exercise of its sole discretion establish a second shift, the designated starting time for which is 4:00 PM or later, any employees working on that second shift shall receive a premium of \$2.00 per hour for all hours actually worked. If not enough employees bid for the second shift, employees can be required to work in the inverse order of seniority.

6. Men shall be paid from the time they leave the garage to the time they return and seniority shall rule.

7. The schedule for the following work day will be posted by 5:00 p.m. All employees who have left for the day prior to the posting of the following workday's schedule shall be responsible for calling in for their starting time. The employer will maintain an answering machine available to the employees from 5:00 p.m. until 5:00 a.m. with a recording of the next days reporting times. The employer will maintain a toll free telephone number for stating time call in. This shall apply to all employees except those on lay-off status. Any employee on lay-off status will continue to be notified as in Article VII Section b. Should the Company require more drivers than were booked the night before, the Company has the right to call in additional drivers. Drivers are not required to make themselves available for work, but any employee who is not available has no claim for pay or work. Any driver who does come to work shall have their starting time revert to the latest starting time under the contract. The Company shall not hire outside equipment until it has attempted to contact every employee on the seniority list.

In the event that he is not required to drive a truck, he shall be offered eight (8) hours work. He is to do such work as the Employer may direct. Should the employee, when ordered to

report on the following day, refuse to work as required, he will not be entitled to his report time pay.

8. Lunchtime shall be as near 12:00 (noon) as possible. However, drivers may be required to take thirty (30) minutes unpaid lunch period between the fourth and sixth hours of duty. After six (6) hours of work, the driver may at his option take a twenty (20) minute paid lunch break after obtaining the approval of the employer.

9. The Company will distribute pay checks by 11 AM on Thursday, if available. For those employees who choose to participate in a direct deposit program, funds shall be available by Friday morning.

10. Employees shall be entitled to a maximum fifteen (15) minute paid coffee break in the morning, to be taken at the Company's direction.

ARTICLE X
SUNDAYS AND HOLIDAYS

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

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

2. In order to be eligible to receive holiday pay, an employee must have worked at least two (2) days in the week that the holiday occurs, or been on vacation that entire week.

3. All hours worked on Sunday shall be paid for at the rate of double time the applicable union rate of pay.

4. The first eight (8) hours of work done on a holiday shall be paid at the rate of one and one half time the straight time rate. All time worked on a paid holiday over eight (8) hours shall be paid at double the applicable union rate.

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 the day before and two of the following four work days after the holiday. Time out for Health and Welfare sickness does not count toward vacation qualification.

ARTICLE XI

The Company may use one man to operate the front end loader and batch concrete. When it becomes necessary because of workload to have a second person operate the loader or batch concrete, that person shall be selected from the union seniority list.

During the month of January and February, if four men or less are required to drive or batch, a non-union person may batch or operate the loader as necessary. At all other times, the batch or loader position will not be performed by supervisory employees except for instruction, to ensure proper performance of work, emergencies, temporary situations of a short duration, to ensure continuity of work or where a qualified bargaining unit employee is not reasonably available.

When the person currently in the batch/loader position leaves that position the Company may hire a replacement at their own discretion. The new batch man/loader operator would be required to become a member of the union, but may be used without regard to seniority. When only one man is needed to batch and load, the senior qualified employee will be offered the work. Before the Company fills a bargaining unit position, it will give consideration to any interested qualified bargaining unit employee. The Company agrees that this consideration will not be exercised in an arbitrary or capricious manner.

The Company may cease the past practice of having a driver assist the mechanic when starting trucks.

ARTICLE XII **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 May 1, 1988.

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

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

Ten (10) to fifteen (15) years -- three (3) weeks with pay based on one hundred and twenty (120) hours at his regular straight time hourly rate of pay.

Fifteen (15) 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. For all vacations taken on or after January 1, 2016 the fourth week of vacation will be eliminated.

Anniversary date of an employee is to be construed as meaning one (1) year from first day of employment.

All vacations, except third week of three week and fourth week of four 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, during which time employees shall choose their vacation period. Employees who fail during this thirty (30) day period to select their vacation period shall select their vacation period from whatever time is left. Beginning in 2005, employees looking to take full weeks of vacation shall be allowed to schedule their vacations before employees looking to take single days of vacation.

Days paid to an employee 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. There will be no prorating of vacation.

The Company will allow up to ten percent (10%) of the number of employees to be on vacation at one time with fractional numbers broken down to the nearest whole number; for example, if the work force equals 35 employees or less, three employees would be allowed to be on vacation and if the number equals over 35, then four employees would be allowed to go on vacation; however, where the number of employees is over 40, a fifth employee would be allowed only when the number of employees equals 50. During the months of November, December, January, February and March the Company agrees to let one (1) extra man take his vacation. In addition to this, other men will be allowed to take vacations when business is slow, at the discretion of the Company.

ARTICLE XIII **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 is proved to have been employed elsewhere during a permitted leave of absence shall be considered as having terminated his employment.

Any employee who enters the military service of the United States shall retain his seniority during such time of service and shall be returned to his job provided he makes application to return within ninety (90) days after he has received an honorable discharge from such service.

ARTICLE XIV **UNION RIGHTS**

1. During the term of this Agreement, neither the Union nor any employee covered by this Agreement shall cause, authorize, encourage, or take part in any strike (including a sympathy strike), slowdown, or other curtailment of work or interference with the operation of the Company's business.
2. It is agreed and understood that drivers will cross informational picket lines at job sites to deliver their loads. Where the driver is in reasonable fear of imminent bodily harm, he will drive the mixer up to (but not across) the picket line.
3. The Company agrees that while the contract is in effect, it will not lock out any employees covered by this Agreement. Shutting down of the plant, or the layoff of employees, for economic reasons or for lack of work shall not be considered a lockout.

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 been properly inspected and repaired and is fit to go on the road.

ARTICLE XV **HIRING TRUCKS**

If in order to meet unusual demands upon its business, the Company finds it necessary to hire or use additional equipment, such hire or use shall cease when the necessity therefore is ended and shall not be used in preference to the Company's own equipment.

ARTICLE XVI
HEALTH AND WELFARE FUND

The Employer shall continue to contribute eighty (80%) percent of the hourly contribution rate to the Northern New England Benefits Trust Plan for each hour worked, and each employee shall contribute the remaining twenty (20%) percent of said hourly rate.

The Employer shall continue to maintain insurance for any employee on vacation and also for a period of four (4) weeks for each employee who is absent because of non-industrial sickness or injury. The period of four (4) weeks shall be applicable to each disability and shall not be cumulative. Insurance coverage shall continue up to twelve months for employees absent because of a compensable industrial accident.

In any event, the continuation of insurance coverage is contingent upon the timely co-payment of premium by the employee.

ARTICLE XVII
INVALIDITY OF PROVISION

If any article or section of the contract or of any riders thereto should be held invalid by operation of law or by a 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 persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. In the event that any article or section is held invalid or enforcement of or compliance with 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 for therein.

ARTICLE XVIII
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. Officials of the Union shall also be permitted to check truck drivers while they are in transit.

ARTICLE XIX
BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, i.e., father, mother, sister, brother, son, daughter, husband, wife, or grandchild, it is recognized by the parties that the employee may need time off to attend the funeral service from the day of the 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, exclusive of overtime, but not to exceed a maximum of four (4) days (three days for mother-in-law and father-in-law). In the event of death of an employee's grandparent, the employee may have the day of the funeral off in order to attend the funeral.

ARTICLE XX
PENSION FUND

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

(a) Commencing with the 30th day of April, 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 employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter, for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$8.48 (eight dollars and forty-eight cents) to the New England Teamsters and Trucking Industry Pension Fund, but not more than \$339.20 (three hundred thirty-nine dollars and twenty cents) per week for any one employee from the first hour of employment in such week.

Commencing with the 30th day of April, 2015, the said hourly contribution rate shall be \$8.99 (eight dollars & ninety-nine cents), but not more than \$359.60 (three hundred and fifty-nine dollars and sixty cents) per week for any one employee.

Commencing with the 30th day of April, 2016, the said hourly contribution rate shall be \$9.71 (nine dollars and seventy-one cents), but not more than \$388.40 (three hundred eighty-eight dollars and forty cents) per week for any one employee.

Commencing with the 30th day of April, 2017, the said hourly contribution rate shall be \$10.49 (ten dollars and forty-nine cents), but not more than \$419.60 (four hundred nineteen dollars and sixty cents) per week for any one employee.

Commencing with the 30th day of April, 2018, the said hourly contribution rate shall be \$11.33 (eleven dollars and thirty-three cents), but not more than \$453.20 (four hundred fifty-three dollars and twenty cents) per week for any one employee.

Commencing with the 30th day of April, 2019, the said hourly contribution rate shall be

\$12.24 (twelve dollars and twenty-four cents), but not more than \$489.60 (four hundred eighty-nine dollars and sixty cents) per week for any one employee.

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

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hour 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.

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

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

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

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or under paid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72 hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting there from. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension

Fund and/or Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages, or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

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

ARTICLE XXI **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 at the expiration thereof.

ARTICLE XXII **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 with

the Company shall be paid by the Company.

ARTICLE XXIII

All employees will be responsible for possessing a current valid motor vehicle operator's license. Any employee who operates a company vehicle with an expired, suspended or revoked driver's license shall be subject to discharge at the employer's discretion.

ARTICLE XXIV TERMINATION OF AGREEMENT

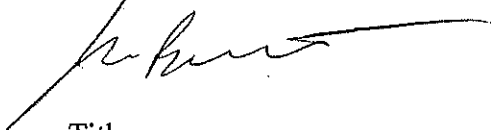
This Agreement shall remain in full force and effect from May 1, 2014 through the 30th day of April, 2019 and shall then renew itself from year to year, unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the first or any subsequent expiration date 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 change finally agreed upon shall be retroactive to the date of expiration and effective as of that date, providing both sides have negotiated in good faith.

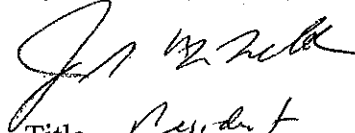
Signed the day of 2014

FOR THE UNION



Title *Secretary Treasurer*
Business Agent
7/10/14

FOR THE COMPANY



Title *President*
9/1/14

MEMORANDUM OF AGREEMENT

It is hereby agreed that the contract scheduled to expire on April 30, 2019 shall be extended with the following changes:

ARTICLE IX – WAGES AND HOURS

1. Increase the wage rate as follows:

<u>5/1/19</u>	<u>5/1/20</u>	<u>5/1/21</u>
\$.35	\$.35	\$.35

ARTICLE X – SUNDAYS AND HOLIDAYS

2. Add a new paragraph 6 as follows:

6. All employees hired before January 1, 2017 shall receive two (2) personal days to be taken with prior approval upon at least seven (7) days notice. No employee hired after January 1, 2017, shall be eligible for any personal days.

ARTICLE XII – VACATIONS

3. Add a new paragraph as follows:

The Company will continue to allow employees to use Vacation time for sick leave. It is agreed and understood that the Company will construe and apply this Vacation article so as to comply with the Massachusetts Paid Sick Leave Law, but this does not give employees any additional vacation time.

ARTICLE XX – PENSION FUND

4. Delete Article XX in its entirety, and substitute therefor the following:

ARTICLE XX PENSION PLAN

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, 2015, the Employer shall withdraw 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 shall reenter the Pension Fund as a New Employer effective as of October 1, 2015 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 up to a maximum of forty (40) hours per week, 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 on October 1, 2015, the Employer shall make an hourly contribution of \$7.00 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 XXIV – TERMINATION OF AGREEMENT

5. Amend to provide that the contract will expire on April 30, 2022.

J. G. MACLELLAN CONCRETE CO., INC.

TEAMSTERS LOCAL 42

By: 

John G. MacLellan, III, President

By: 

Joseph Benevento, Bus. Agent

Dated: 1-25-17

Dated: 1/25/17