

Morse
Plainville

AGREEMENT

This AGREEMENT made and entered into as of the 1st day of March 2013 by and between MORSE READY MIX of 24 Cross Street, Plainville, Massachusetts hereinafter referred to as the "EMPLOYER" and the GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & LOCAL UNION NO. 653, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION" for and behalf of its Members now employed or who may hereinafter be employed by the "EMPLOYER" which Members are hereinafter referred to as the "EMPLOYEES", to govern all hours, wages and all other conditions covered by this AGREEMENT as hereinafter described and shall be binding upon both parties, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided.

ARTICLE I – UNION RECOGNITION

Section 1. The employer recognizes Teamsters Local Union No. 653 as the sole exclusive bargaining agency for all production and maintenance Employees working at Employer's Plainville, Massachusetts plant and the Employer will make no Agreement with any of them, with respect to wages or conditions or employment, unless the Local Union shall be a party thereto.

Section 2. All present Employees who are members of the union on the date of execution 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 members of the Union on the forty-fifth (45th) calendar day following the date of execution of this Agreement or on the forty-fifth (45th) calendar day of employment, whichever is the later, and shall thereafter remain members of the Union in good standing as a condition of employment. An Employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be, offered to such Employee on the same basis as all other members and, further, that the Employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

Section 3. The Employer agrees that upon receipt of signed authorization cards, it will deduct monthly union dues and initiation fees from the wages of the Employees and forward the same in the name of each Employee to the Secretary-Treasurer of the Teamsters Local Union No. 653.

Section 4. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided.

Section 5. The Business Agent of the Local Union shall be permitted to visit the job to interview the Employees on Union business, but shall make his presence known to the Superintendent of Foreman before entering the plant of the yard.

ARTICLE II – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all management rights, prerogatives and functions are retained and vested exclusively in the Company, including but not limited to sole jurisdiction over all matters pertaining to the scope and management of business, and all matter pertaining to the assignment of work and direction of the work force.

ARTICLE III – SENIORITY

Section 1. Any person newly employed shall be on trial for a period of forty-five (45) calendar days, and if employed hereafter he shall have seniority from the date of hire.

Section 2. The Employer shall furnish the Union with an updated seniority list each six (6) months. A copy of the seniority list shall be posted on the Union bulletin board and maintained by the Employer. Protest of any employee's seniority date or positions on such list must be made in writing to the Employer.

Section 3. Seniority shall prevail:

- (a) in a lay-off and re-employment after lay-off and in promotions and transfers provided in each case that the Employee is qualified to perform the work to which he claims preference in accordance with this procedure; and
- (b) when Saturday work is scheduled for less than all Employees, the Employer will post a sign up notice. Employees wanting to work on Saturday must sign up. Employees will be selected based on seniority and qualifications.

Section 4. Preference shall be given to Employees older in service and in order of their seniority to the work available, provided that such Employees are available at such times as the work is assigned and are qualified to perform the work required.

- (a) Employees, in order of their seniority, shall have preference:
 - (1) In selection of the start time and Sunday and Holiday work
 - (2) To work opportunity in the event of layoff for lack of work
 - (3) In recall to work after layoff
 - (4) In selection of vacations from the vacation schedule
- (b) A definite reporting time and working schedule covering all regular Employees shall be established by the Employer and the Union. There shall

be no layoff to evade the provisions of this Agreement relating to scheduling and starting time.

- (c) In the event of a recall of an Employee laid off, the laid off Employee shall be given notice, at least the night before (except for absenteeism or sickness on the day), or recall by telephone or telegram or personal contact, to the address last given the Employer by the Employee. Where work develops during the next day, the Employer shall in order of seniority of the laid-off men, make such work available by telephoning or telegram or personally contacting the Employee at his home or such place as he shall have designated with the dispatcher as the place of contact. An Employee recalled by the above procedure must notify the Employer as soon as possible in advance of the specified time for this report of his intention to report. In the event the Employee fails to comply with the above provision he shall have no claim for work opportunity lost until he reports, but the Employer shall be responsible for the work opportunity lost if he shall fail to comply with these provisions. If an Employee is recalled at a time other than his scheduled starting time (except as a replacement for absenteeism or sickness, or for the purpose of making pickups only) it must be at a starting time previously established on the working schedule.

Section 5. Any Employee entering the military service of the United States shall retain his seniority during such service, and shall be returned to his job, provided he makes application to return within ninety (90) days after his discharge from such service.

Section 6. Layoff shall be by the seniority list.

ARTICLE IV – HOURS AND DAYS OF WORK

Section 1. Five (5) eight (8) hour days shall constitute a normal week's work for local Employees from Monday to Friday inclusive, and the hours of labor each day shall be worked in uninterrupted succession. All time worked in excess of forty (40) hours per week shall be paid as overtime at one and one/half times the normal rate.

Any Employee ordered to work after his regular starting time shall have his time revert back to his regular starting time.

In the case of inclement weather Employees who report to work will be guaranteed not less than 4 hours pay and 8 hours pay if he works after the 4th hours.

All time worked in excess of forty (40) hours per week shall be paid for as overtime at the rate of one and one/half times the rate of pay as well as for all work performed. All work performed on Sunday shall be paid for at the rate of two times the normal rate of pay.

Time and one/half the regular of pay shall be paid for all work on Saturday.

Time and one/half the regular rate of pay shall be paid for all work on Saturday to Employees who have been employed less than thirteen (13) weeks only if such Employee has actually worked each day the plant was in operation during the payroll period or if each absence from work has been on account of illness and is evidenced by a doctor's certificate.

Section 2. Employees regularly scheduled to work shall be assigned a definite time to report for work and any Employee who reports for work as scheduled or who is not notified not to report shall be paid for four (4) hours work at his regular rate or pay; (the Employer shall notify the Employee by telephone at the telephone number given by the Employee to the Employer for the purpose of receiving any notice or notices from the Employer, direct oral notice by the Employer of such telephone notice is the only notice required to be given by the Employer under this paragraph); provided such Employee reports to work and is available to work even though no work shall be available. At the direction of the Employer, however, if regularly scheduled work is not available, such Employee may be assigned to other work and shall perform such work as the Employer may direct at his regular rate of pay.

Section 3. The Employer shall notify all employees scheduled to work on Saturday no later than 2:00 o'clock on the preceding Friday, except in emergencies. No disciplinary action shall be taken against any Employee for refusing Saturday work if the Employee has not been notified at or before 2:00 o'clock on the preceding Friday, if it is not a regular scheduled work day for all employees, a sign up list will be used.

Section 4. All Employees shall be given fifteen (15) minutes each shift for coffee time without loss of pay. After ten and one/half (10 ½) hours of work, the Employee will be allowed an additional fifteen (15) minute break. The additional fifteen (15) minute break will be given and taken by rotating crews. If it is agreed to work thru the second break all employees will be paid fifteen minutes in addition to the time actually worked. On a paid lunch they will be given ten (10) minutes to eat. Lunch periods will begin no earlier than 11:00 am and no later than 1:00 pm.

Section 5. Payday shall be no later than the end of the shift on Thursday. Shortages in Employees' Paychecks that are reported to the payroll department by the end of the day on Thursday will be paid to the employee by the end of the day on Friday.

Section 6. Injury on the Job – When a regular Employee is injured on the job, he shall be guaranteed eight (8) hours pay for the day injured, provided he is instructed to cease work as a result of an injury, by the Employer or his physician, (If required by the Employer to visit hospitals, clinics, doctors' offices or other places for treatment or diagnosis, during the days he is working during working hours, he shall be paid for the time involved in travel and treatment with a guarantee of eight (8) hours, and if

required by the Employer to make such visits outside of working hours, he shall be paid for the time involved in travel and treatment, but not more than two (2) hours at his normal straight time rate of pay.

The Employer agrees to cooperate toward the prompt disposition of Employee on-the-job injury claims.

ARTICLE V – SUNDAYS AND HOLIDAYS

Section 1. The following days, whether or not they fall on a scheduled work day shall be observed as holidays, for which the Employees shall receive eight (8) hours straight time pay although not worked:

New Year's Day	Labor Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas Day	Independence Day

In addition, there shall be three (3) personal holidays, which may be the Employee's Birthday, or any other day mutually agreed upon. Should any of the three (3) personal holidays be unused due to layoff, they will be paid for at the end of the calendar year. It will be incumbent upon the Employee to request such holidays from his Employer at least seven (7) days prior to said holiday. The Employer is to respond to a request for a personal holiday within twenty-four (24) hours. If any of the above-named holidays occur when an Employee is on vacation, he shall receive an extra day's pay in lieu of the holiday.

In order to obtain pay for any of the said holidays, it will be necessary for the Employee to actually report for work and work his last scheduled work day immediately preceding the holiday and his first scheduled work day immediately succeeding the named holiday, except if prevented from continuing to work after four (4) hours on account of sickness or severe inclement weather. Any Employee so failing to report for work shall not be entitled to pay for such holiday, except in those instances where excused by the Employer because of illness, which illness shall be evidenced by a current certificate of a medical doctor duly licensed to practice medicine in Massachusetts. To be entitled to pay for a particular holiday, an Employee in all cases must have completed his probationary period of forty-five (45) days and have worked for the employer within the forty-five (45) days immediately preceding the holiday, including reporting to work and working the days immediately preceding and succeeding the particular holiday.

If any of the above holidays shall fall on Sunday, the succeeding Monday shall be considered as a holiday.

Section 2. If a holiday is worked, each employee shall be paid in addition to the aforementioned holiday pay, at the rate of double his regular rate of pay.

New Employees hired after March 1, 2010 will be entitled to one (1) personal day each year of this contract.

New Employees hired after March 1, 2013 will not be entitled to a personal holiday.

In order to obtain pay for said holidays, new Employees hired after March 1, 2010 must have worked at least three (3) days in the calendar week in which the holiday falls, and signify their willingness to work the holiday if required.

ARTICLE VI – VACATIONS

Section 1. Employees who have been on the Employer's payroll for one (1) year and who have worked at least one hundred thirty-five (135) days during the year, including any absence resulting from the performance of duties under this Agreement, shall be entitled to one (1) weeks' vacation with pay in each year to be taken during the vacation period provided in subsection (f) hereof. The requirement of 135 days of employment applies only to the first year of employment. In subsequent years all Employees must work a minimum of twenty-five (25) days to qualify for vacation. The above provision shall be waived for Employees retiring as of January 1 of any year, provided notice is given to Employer in December of previous year.

Section 2. Each Employee entitled to vacation shall be paid vacation pay per week of vacation equal to forty-five (45) hours at his regular rate of pay. Employees with two (2) or more years of seniority who are entitled to vacation shall be paid vacation pay per week of vacation as above or an amount equal to one fifty-second ($1/52^{\text{nd}}$) of his gross wages for the preceding calendar year, whichever is greater. Any Employee who is discharged or who quits between January 1st and May 1st shall receive the vacation allowance due him for that year. The Employer agrees he will issue separate checks for employees' vacations.

- (a) Employees with one (1) year of service shall be entitled to one (1) week of vacation with pay.
- (b) Employees with three (3) years or more service shall be entitled to two (2) weeks' vacation with pay in each year.
- (c) Employees with five (5) years or more service shall be entitled to three (3) weeks' vacation with pay each year.
- (d) Employees with ten (10) years or more service shall be entitled to four (4) weeks' vacation with pay each year.
- (e) Vacations must be taken between May 1 and October 31, unless otherwise mutually agreed to between the Employer and the Union and any Employee who has completed the required service before or within the vacation period shall be granted a vacation as provided herein. All weeks of vacation may be taken together.
- (f) The vacation schedule must be posted by the Employer not later than April 1st to allow employees in the order of their seniority to make their vacation selection. The schedule shall remain posted for thirty (30) days after which time it shall be taken down. Employees in the first 50% from the top of the seniority list must make their selection within the first fifteen (15) days after posting. Balance of board shall make selection in the remaining fifteen (15)

days. Any Employee failing to make his selection during such periods shall be assigned to whatever vacation period may be open.

- (g) Upon discharge by the Employer, or quit by the Employee, earned vacation time and pay shall be included in all final wage payments. In case of death of an Employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the Employee's estate.

Section 4. The Union agrees and encourages the Employer to grant merit pay to Employees based on extraordinary qualifications and/or contributions to the Employer.

Seniority list Employees hired after March 1, 2010 who have been on the payroll for one (1) or more years, but less than five (5) years, shall each year on the anniversary date of their Employment be entitled to one (1) week vacation pay of forty (40) regular hours if they have actually worked one hundred thirty five (135) days during the last year of their employment.

Seniority list Employees hired after March 1, 2010 who have been on the payroll for five (5) or more years, but less than ten (10) years, shall each year on the anniversary date of their employment be entitled to two (2) weeks' vacation pay of eighty (80) regular hours if they have actually worked one hundred thirty five (135) days during the last year of their employment.

Seniority list Employees hired after March 1, 2010 who have been on the payroll for ten (10) or more years, shall each year on the anniversary of their employment be entitled to three (3) weeks' vacation pay of one hundred twenty (120) regular hours if they have actually worked one hundred thirty five (135) days during the last year of their employment.

ARTICLE VII – WAGES

March 1, 2013	\$20.55
March 1, 2014	\$20.55
March 1, 2015	\$20.75
March 1, 2016	\$20.75
March 1, 2017	\$21.00

ARTICLE VIII – HEALTH & WELFARE

Employer agrees to make payments to Local 653 Health and Welfare fund as follows:

The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a regular Employee who may be on layoff status during any payroll period but has completed their (3) days of work in that payroll period.

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

If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution of forty (40) hours for a period of four weeks. If a regular Employee is injured on the job the Employer shall continue to pay the required contributions until such Employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

Hourly contributions to the Health & Welfare Fund must be made for each hour worked on each regular or extra Employee, even though such Employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract and although contributions may be made for those weeks into some other Health & Welfare Fund.

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

If the Employer fails to make contributions to the Health & Welfare Fund within seventy-two (72) hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Articles provisions of this Agreement to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties which may be assessed by the Trustees.

The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

- (a) Commencing with the 1st day of August 2013 and for the duration of the current collective bargaining agreement and any renewals or extensions thereof the Employer agrees to make payments to the Teamsters Local 653 Health & Welfare 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:
- (b) Commencing with the 1st day of August, 2013, the Employer shall contribute to the Teamsters Local Union No. 653 Health & Welfare Fund the sum of \$8.91 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$356.40 per week for any one Employee. Insurance premium paid in full by Morse Ready Mix. No Co-Pay by Employee.
- (c) Commencing with the 1st day of August, 2014, the Employer shall contribute to the Teamsters Local Union No. 653 Health & Welfare Fund the sum of \$9.26 per hour figured to the nearest

- quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$370.40 per week for any one Employee. Insurance premium paid in full by Morse Ready Mix. No Co-Pay by Employee.
- (d) Commencing with the 1st day of August, 2015, the Employer shall contribute to the Teamsters Local Union No. 653 Health & Welfare Fund the sum of \$9.61 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$384.40 per week for any one Employee. Insurance premium paid in full by Morse Ready Mix. No Co-Pay by Employee.
 - (e) Commencing with the 1st day of August, 2016, the Employer shall contribute to the Teamsters Local Union No. 653 Health & Welfare Fund the sum of \$10.11 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$404.40 per week for any one Employee. Insurance premium paid in full by Morse Ready Mix. No Co-Pay by Employee.
 - (f) Commencing with the 1st day of August, 2017, the Employer shall contribute to the Teamsters Local Union No. 653 Health & Welfare Fund the sum of \$10.61 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$424.40 per week for any one Employee. Insurance premium paid in full by Morse Ready Mix. No Co-Pay by Employee.
 - (g) The Employer's and Union which are signatures hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, ratify all action already taken, or to be taken by such Trustees within the scope of their authority.
 - (h) The Employer shall post each month at each plant or other place of business where Employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Health & Welfare Fund.
 - (i) Whenever the Employer signatory to the Agreement becomes delinquent in contributions owed to the Health & Welfare Fund and the Local Union serves a seventy-two (72) hour notice of delinquency, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.
 - (j) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this Agreement regarding coverage and contributions. For the purpose of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual including owner-operators, lessors and Employees of fleet owners (excluding any supervisory, managerial and/or confidential Employees of the Employer) who the Trustees or their designated representatives reasonable believe may be subject to the Employer's contribution obligation.

ARTICLE IX – DEATH IN THE FAMILY

In the event of a death in the Employee's immediate family, i.e. father, mother, sister, brother, son, daughter, husband, wife, mother-in-law, father-in-law, step children, step parents, it is recognized that the Employee may need time off to attend the funeral services. A leave of absence will be granted the Employee for the day of burial and the two (2) days preceding the day of burial. When these days fall within the regular work week, Monday through Friday or Tuesday through Saturday, the Employer will pay to the Employee his regular straight time pay for eight (8) hours per day for such days of absence subject to a maximum of three (3) days for members of the immediate family.

ARTICLE X – GRIEVANCE PROCEDURE

Any grievance concerning the interpretation or application of a specific provision of this Agreement shall be settled in the following manner:

Step 1. The aggrieved Employee or Employees shall present the grievance promptly to the Employer's authorized designee within five (5) working days after the occurrence of the event giving rise to the grievance. If a satisfactory settlement is not effected with the Employer's authorized designee within three (3) working days, the Employee shall sign and submit such grievance in writing to the Union's business representative.

Step 2. The business representative shall then take the matter up with the Employer's authorized designee. The Employer's authorized designee shall give his answer in writing to the Union's business representative within twelve (12) working days after their first discussion of the grievance in this step. Anything in this Section to the contrary notwithstanding, a grievance protesting a discharge for just cause shall be taken up promptly in Step 2 of the grievance procedure, provided the written grievance signed by the aggrieved Employee is presented to the Employer within three (3) working days from the day the Union receives a notice of the discharge, but in no event later than five (5) working days of the discharge.

If no satisfactory settlement can be agreed upon in Steps 1 and 2 of the grievance procedure and if the Employer's decision in Step 2 is not satisfactory to the Union, the Union may submit the matter to arbitration by filing a written request for arbitration with the Employer, provided that such request is filed within thirty (30) working days after the Employer has given its answer in writing in Step 2. The parties shall select a mutually agreeable and impartial arbitrator within twelve (12) days after such request. If they are unable to agree on an arbitrator, the Union may refer the matter to the American Arbitration Association for the selection of an arbitrator in accordance with the rules, then obtaining, of the American Arbitration Association applicable to voluntary labor arbitrations, provided that such reference is made within the next twelve (12) days. Any arbitration hereunder shall be conducted in accordance with such rules to the extent they are not inconsistent with the provisions of this Agreement. The fees and expenses of the arbitrator so selected or appointed shall be borne equally by the Employer and the Union.

The arbitrator's authority shall be limited to determining the relevant facts and interpreting and applying the provisions of this Agreement in the light of those facts with respect to the grievance submitted to him and he shall have no power or authority to add to, amend or delete any provision of this Agreement or to establish new terms or conditions of employment. In the case of any action taken by the Employer in discharging, suspending, disciplining, transferring, promoting or laying off any Employee, the arbitrator shall not substitute his judgment of the Employer's, and shall only reverse the action or decision of the Employer if he finds that the relevant facts are not as contended by the Employer or that the Employer has acted arbitrarily and in bad faith or in violation of the express terms of this Agreement. In the event the position of the Union is sustained, the aggrieved employee shall be entitled to all the benefits of this Agreement which would have accrued to him had there been no grievance, provided however that the arbitrator shall have no power to make any adjustments retroactive more than eight (8) working days prior to the date the grievance was first submitted in writing to the Employer.

The decision of the arbitrator, if in accordance with the provisions of this Article, shall be final and binding upon the Company, the Union and the aggrieved Employee or Employees.

The time limits provided for in this Article shall be conditions precedent to the processing of any grievance under this Article. Any such limits may be extended by mutual agreement. In all cases in which the grievance is not processed to the last step in the grievance procedure or to arbitration within the applicable time limits specified in this Article, it shall be considered as having been satisfactorily settled on the basis of the last answer given by the Employer.

The Employer shall compensate the aggrieved Employee on the basis of his regular hourly rate for all time he loses from his regular work in processing his grievance in Steps 1 and 2 of the grievance procedure. No Employee shall receive any compensation from the Employer for time lost at the arbitration hearing, unless the Employer requests the Employee to attend the hearing to serve as a witness thereat or otherwise to assist the Employer in the presentation of its case.

ARTICLE XI – SAFETY & HEALTH PROVISIONS

Section 1. The Employer will comply with the safety laws of the Commonwealth of Massachusetts.

Section 2. No Employee shall be required to work in any place where labor trouble exists.

Section 3. A suitable place shall be provided where Employees may change their clothing and eat their lunch with heat therein when weather requires it.

Section 4. Tools, rubber boots for outside help, rain gear, gloves, leather gloves and vests for welders and all other implements necessary to perform the required labor shall be furnished by the Employer. Uniforms will be provided to all Employees. The full uniform, pants, shirt and jacket, along with the proper type of footwear, shall be worn in order to

perform work safely. Uniforms will be exchanged on the basis of turning in old ones for new ones. This does not include loafers, sneakers or open toed shoes. All eligible Employees shall receive a \$100.00 per calendar year work boot (Steel Safety Shoes) allowance with receipt. Reimbursement based on the lesser of \$100.00 or actual cost as evidenced by the sales receipt. In order to be eligible for this \$100.00 allowance, new Employees must have a minimum one (1) year's seniority on March 1st of each calendar year.

Section 5. SAFETY VIOLATION DISCIPLINE POLICY

Serious:	Subject to Immediate Termination
-----------------	----------------------------------

- Positive drug and or alcohol test.
- Drug or Alcohol consumption at the workplace or jobsite.
- Driving with suspended or improper license.
- Physically assaulting a co-worker.
- Any Lock Out Tag Out violation, after proper training.
- Any Confined Space violation, after proper training.

Serious:	Subject to "Two Strike" rule; 1 st offense written warning plus minimum 5 day suspension without pay, 2 nd is termination
-----------------	---

- Any Fall Protection violation, after proper training.

All Other:	Any other violation of company safety rules/policies/procedures or any Federal/State/local regulations will be subject to:
-------------------	--

- 1st offense is a written warning.
- 2nd offense is a 1 day suspension.
- 3rd offense is a 3 day suspension.
- 4th offense is immediate termination.

Preventable Vehicle Accidents:

- 1st offense is a 1 day suspension.
- 2nd offense is a 3 day suspension.
- 3rd offense is immediate termination.

All written warnings to be documented and placed in employee personnel file.

All warning notices shall extinguish after 18 months.

Section 6. All Employees will be required to undergo a physical exam by a duly appointed physician every two (2) years on or about their anniversary date of employment. The Employer shall pay all costs of the exam.

Section 7. All examinations when required by the Employer and performed under his direction shall be paid for by the Employer. Employees, other than applicants, shall be paid for all time required taking all such examinations, not to exceed two (2) hours at the straight time hourly rate of pay. If a dispute develops between the Employer and the Union as to whether or not the Employee is physically qualified to work, the Union and the Employer shall mutually agree to an impartial doctor, hospital, or clinic, etc....for the purpose of resolving the physical qualifications of the Employee. All fees involved shall be borne by the Employer.

Section 8. The Employer will pay the examination fee and license fee for licensed classifications.

ARTICLE XII – ANNUAL DEFINED CONTRIBUTION PENSION FUND

In lieu of the Annual Defined Contribution Pension Fund, each and every Employee who has a minimum two (2) years seniority and has worked at least sixty (60) days in the calendar year shall on December 1st, receive a check in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).

New Employees hired after March 1, 2003 will need to complete two (2) years of seniority before December 1st in order to receive the payment.

ARTICLE XIII – LEAVE OF ABSENCE

Any Employee desiring leave of absence from his employment shall secure written permission from the Local Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and the Employer in writing. During the period of absence, the Employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the Employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

ARTICLE XIV – NO STRIKE – NO LOCK OUT

NO STRIKE – NO LOCK OUT

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. In the event that any employee or employees shall cause, encourage, or take part in any slowdown, work stoppage or strike against the company, the Union and its officers and representatives agree to the following:
 - (a) That the Union will immediately disavow and refuse to recognize any picket line or lines causing said shutdown, work stoppage, or strike against the Company; and in addition, it will do everything reasonable to secure the immediate disestablishment or disbanding of any said picket line or lines, and
 - (b) For the first twenty-four hours that the work stoppage persists, the Company may take disciplinary action short of discharge. After twenty-four hours, the Company may take whatever disciplinary action that it deems appropriate against such employee or employees. Any arbitration over said discipline shall be limited to the question of whether the employee actually engaged in conduct prohibited by this Article, and not whether the penalty imposed was appropriate.
3. The Company agrees that while this contract is in effect, it will not lock out any employees covered by this Agreement. Shutting down of the plant for economic reasons or for lack of work shall not be considered a lockout.

ARTICLE XV – STEWARDS – APPOINTMENTS/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 duty of the Steward shall be to see that the conditions of the Agreement are complied with. It shall not be the duty of the Steward to interpret this Agreement. 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 this 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, slow-downs, or refusals to handle goods.

Job Stewards and alternates have not authority to take strike action, cause a slow-down or any other action interrupting the Employees 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 Union Steward shall be accorded Super Seniority with respect to terms and conditions of employment for layoff and recall purposes only, and in other situations that assure the Steward greater accessibility to co-workers to genuinely assist him to perform his functions as a Steward which will be to the benefit of co-workers.

ARTICLE XVI – BULLETIN BOARD

The company will provide a suitable bulletin board for the purpose of posting all pertinent Union information (Green & White).

ARTICLE XVII – CREDIT UNION

The Employer agrees to deduct certain specific amounts each week from the wages of those Employees who shall have given the Employer written notice to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union on a weekly basis. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the Employee's earnings shall be less than the amount.

ARTICLE XVIII – EMPLOYEE HANDBOOK

The Union recognizes that each Employee shall receive and acknowledge receipt of the Morse Ready Mix Employee Handbook.

ARTICLE XIX – COMPLETENESS OF AGREEMENT

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

ARTICLE XX – TERMINATION & RENEWAL

This AGREEMENT shall take effect as of March 1, 2013 and shall continue until midnight February 28, 2018.

FOR THE UNION:



GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF BROCKTON &
VICINITY, LOCAL UNION NO. 653
a/f/w the International Brotherhood of Teamsters
4-A Hampden Drive, South Easton, Massachusetts 02375-1158

BY: [Signature]

TITLE: VICE PRESIDENT & BUSINESS REP.

FOR THE EMPLOYER:

Morse

READY MIX

MORSE READY MIX
24 CROSS STREET, PLAINVILLE, MASSACHUSETTS 02762

BY: [Signature]

TITLE: PRESIDENT