

544-479

Copy of
Walls Broth
Agreement

Agreement

THIS AGREEMENT, made and entered by and between **WALLS BROS. ASPHALT COMPANY**, hereinafter called "employer" and **WALLS BROS. ASPHALT INDEPENDENT WORKER'S ASSOCIATION** hereinafter called "association."

WITNESSETH:

1. The employer recognizes the association as the sole bargaining agent for all employees except watchmen, clerks, office workers and administrative type positions.
2. New employees who continue to work for more than sixty (60) days and who come under the jurisdiction of the association shall apply for membership in the association on the 61st day, or shall be subject to discharge.
3. The operation of the employers business, the direction of its workforces, the planning and control of operations, to subcontract work, to locate or relocate operations and plants, the right to install and utilize reasonable work rules, the introductions of new or improved facilities or methods of operation, the right to relieve employees from duty because of lack of available work, safety reasons, or for any other legitimate reasons, or to transfer employees, to determine the minimum qualifications of experience, health, or fitness for any job covered hereby, and the right to appraise the qualifications of any employee including the right to hire, suspend, layoff, transfer, discipline, promote, or discharge, are vested exclusively in the employer. Such rights, however, shall not be exercised so as to violate the provisions of this agreement.
4. All employees coming under the jurisdiction of the association shall remain members in good standing of the association for life of this agreement.
5. Forty (40) hours shall constitute a week's work and all time in excess thereof shall be paid at 1 ½ times the regular hourly rate. All work performed by employees on Saturday shall be paid at one and one-half (1 ½) times the regular rate of pay.
6. Employees, unless notified by the employer not to report to work, shall receive two (2) hours regular time pay for reporting to work. Employees are required to remain on the project for the entire two (2) hours in order to be eligible for the pay unless the employer releases the employee prior to the end of the two (2) hours.
7. Employees working on Sunday or on the six (6) major holidays (Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day, New Year's Day) shall be paid double their normal hourly rate of pay. Employees in a "lay-off" status are not eligible for holiday pay.
8. Where project owners establish specifications, requirements, or for safety reasons that limit the days or hours in which work may be performed, the

Employer, after notice to the Association, may start the work week after 6:00 PM on Sunday at straight time rates. In applying this schedule, Sunday PM will be considered Monday, the following Friday will be considered Saturday (paid at one and one half (1 ½) times the regular rate) and Saturday will be considered Sunday (paid at two (2) times the regular rate). All premium pay provisions will apply for the sixth (6th) and seventh (7th) day as to Saturday and Sunday

9. All employees covered by this agreement are to be at their regular place of employment at starting time as designated by the employer.
10. There shall be established annually by the employer a representative to meet with a representative designated by the association for the settlement of any disputes. These representatives shall convene in the settlement of disputes and negotiations of contracts. Each party will notify the other party in writing, annually, the name of its representative. If any change is made in the representative, the party making such change shall notify the other party.
11. All employees covered under this agreement shall appoint two (2) employee representatives. These representatives shall convene in the settlement of disputes and negotiations of contracts.
12. Any dispute under this agreement shall be made in writing within five (5) days after the dispute arises to the employer and the association. Representatives of each shall attempt to settle the dispute and, if no agreement is reached within three (3) days, the matter shall be referred to the Arbitration Board.
13. The Arbitration Board shall consist of one (1) member selected by the association and one (1) member selected by the employer; and in the event these two cannot agree on a settlement within three (3) working days, after meeting for this purpose, they shall request the Federal Mediation & Conciliation Service to designate a third member of the Arbitration Board who shall act as chairman to hear and determine a resolution of the dispute. A decision of a majority of the Arbitration Board shall be final and binding upon all parties and is to be compiled within five (5) days after the decision is rendered.
14. The Arbitration Board shall have no authority to add or detract from or in any way modify the terms of this agreement.
15. The association and the employer agree that there shall be no work stoppage or strike by the association or lockout by the employer during the duration of this agreement and that all disputes shall be settled according to this agreement.
16. Upon reasonable notice to the employer, twenty-four (24) hours regular time pay in the event of the death of employee's spouse, mother, father, brother, sister, mother-in-law, father-in-law, son, daughter, the employee shall be given not to exceed three (3) days off with pay, up to and including the day of the funeral, provided that such days which the employee otherwise would have worked. This article shall apply only to employees who have completed their probationary period. An employee shall be required to furnish the employer with satisfactory proof of death and attendance of funeral, if so requested, in order to receive the twenty-four (24) hours of pay.

17. The Company agrees to provide a 401-K retirement plan in accordance with all applicable regulations. For further information concerning this plan employees should refer to their plan documents.
18. The employer agrees that, at its cost, it shall cover each regular employee with a life insurance policy with a face value of ten thousand dollars (\$10,000.00). The employer will also provide sickness or lost time benefits due to sickness or accident in the amount of three hundred fifty dollars (\$350.00) per week. Benefits shall commence on the first day of disability due to accident requiring hospitalization and eighth day due to illness; providing proper medical documentation has been received by the employer. The limits of benefits are payable through twelve (12) weeks. The sickness or lost time benefits do not apply if employee is receiving Worker's Compensation or Unemployment Benefits.
19. The following classifications and wage rates shall be in full force and effect for the period of this agreement, beginning on the first complete pay period in January 2017 and ending on the last complete pay period in December 2019

Classification

| | 2017 | 2018 | 2019 |
|---------|-------------|-------------|-------------|
| Class 1 | \$21.71 | \$22.36 | \$23.03 |
| Class 2 | \$20.62 | \$21.23 | \$21.87 |
| Class 3 | \$19.78 | \$20.37 | \$20.98 |
| Class 4 | \$18.95 | \$19.52 | \$20.10 |
| Class 5 | \$18.11 | \$18.65 | \$19.21 |
| Class 6 | \$16.17 | \$16.65 | \$17.15 |

*Night shift differential will be twenty-five (\$0.25) cents per hour.

**Working foreman shall be chosen and pay scale determined at the employer's discretion.

20. The Company will provide an annual boot allowance of \$ 100.00 for JRJ approved safety toe work boots. Employee must provide purchase receipt for reimbursement.

This agreement shall be in full force and effect from January 1, 2017, through midnight December 31, 2019.

This agreement is hereby entered into this Jan day of 1, 2017, by and between Walls Bros. Asphalt Company, and the Walls Bros. Asphalt Independent Workers by its duly authorized representative(s).

Walls Bros. Asphalt Company

**Walls Bros. Asphalt Independent
Worker's Association**

Ismael Anguiano

President

Robby Moody

VP
