COLLECTIVE BARGAINING AGREEMENT

TEAMSTERS LOCAL UNION NO. 916

AND

FOX REDI-MIX

Effective: August 1, 2019 through July 31, 2020
FOX READY MIX AGREEMENT

This Agreement made and entered into August 1, 2019 by and between Fox Ready Mix Company, party of the first part, and Teamsters Local Union No 916 (previously 279), Springfield, Illinois, affiliated with the International Brotherhood of Teamsters, party of the second part.

ARTICLE I- RECOGNITION

Section 1. The Company agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Company as herein defined.

Section 2. The term an employee as used in this Agreement shall include truck drivers, warehousemen, yardmen, helpers and mechanics.

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 4. The Company agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union, nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE II - UNION SECURITY

Section 1. All present employees who are members of the Local union on the effective date of this subsection shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection, whichever is later.

When the Employer needs additional men he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

Nothing contained in this section shall be construed so as to require the Employer to violate any applicable law.
Section 2. A new employee shall work under the provisions of this Agreement but shall be employed on a thirty (30) day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement discriminating against Union members. After thirty (30) days the employee shall be placed on the regular seniority list.

In case of discipline within the thirty day period, the Employer shall notify the Local union in writing. It is agreed that this information given the Union cannot become the basis of a grievance under this Agreement.

ARTICLE III- CHECKOFF

Section 1. The Company agrees to deduct each month, from the paycheck of all employees who are members of the Union, and who are covered by this Agreement, all dues and initiation fees owed to the Teamsters Local Union No. 916, or its successors; provided, however, that the employee shall have signed and submitted a notice authorizing such action.

All dues and initiation fees deducted by the Company shall be forwarded to the President of the Union.

Section 2. It is understood and agreed that any monies collected by the Company for the union will be taken out of the first pay period of each month for the following month, and remitted to the Union within five (5) days.

ARTICLE IV- MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards of the Company in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE V - WAGES

Wages shall be paid according to Appendage "A" attached hereto and made a part of this contract.

ARTICLE VI - STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list.

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 appropriate Local Union action.

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, refusal to handle goods, or any other interference with the Employer's business.

   Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

   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, slowdown, or work stoppage in violation of this Agreement.

ARTICLE VII- SENIORITY

Section 1. In all cases of decreasing and increasing the working forces or for promotion, the only factor to be considered will be the length of continuous service with the Company. Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the Grievance Procedure.

Section 2. It is understood that seniority shall be plant-wide.

Section 3. The list of employees rated according to seniority is attached hereto and made a part of this Agreement. The Company will supply the Union office and shop steward with a list of all additions or deductions from the seniority list each month. The seniority list shall be posted on the bulletin board.

Section 4. Beginners shall obtain seniority after thirty (30) days of employment. In case of layoffs, the Company shall layoff such beginners before putting into effect the seniority policy as stated above. Beginners, after having fulfilled thirty (30) days continuous service, shall date their seniority from the date they were first employed.

Section 5. The shop stewards shall have top-ranking seniority (during the term of their office) irrespective of actual length of service. This shall pertain to layoffs only.
Section 6. Any employee elected or appointed as an official of the Union or delegate to any labor activity, necessitating a leave of absence, shall be granted a leave of absence without pay and be guaranteed re-employment at the end of such period, with the same seniority rating as when the leave of absence was granted.

Section 7. When it becomes necessary to layoff employees in any department, the Company will notify the shop steward of the names of the employees to be laid off at least six (6) hours in advance of notification to the employee. The shop steward will not communicate this information to anyone, but shall use this information only for the purpose of checking the seniority list and of consulting with management when there appears to be reason to disagree with the selection of employees to be laid off. In case of discharge, the company will notify the shop steward.

Section 8. An employee shall be continued on the seniority list of the Company for a period of twelve (12) months from the date of his layoff, provided, however, that in cases of proven sickness he shall be continued on the seniority list until he is able to return to work.

Section 9. The terms "continuous service" and "employed continuously" as used in this Article shall be so construed that absence from employment due to illness, accident, family deaths, or other similar occurrences, or layoffs by the Company due to slack work or for other causes shall not cause a break in the word "continuous" for the purpose of computing seniority, pay rates, vacation pay and other provisions of this Agreement.

Section 10. Regular employees who leave the service of the Company to enter that of the United States Armed Forces, or are drafted in the service of the U. S. Maritime Commissions, or who are drafted by the United States Government for civilian service, will upon their return, within ninety (90) days from release from such service, be granted all seniority rights as if continuously employed by the Company during such service.

Such persons will be rehired by the Company to take the place of other persons employed by the Company who have less seniority.

Under no circumstances will this clause be construed as to require the Company to increase the number of its employees beyond those actually needed.

Section 11. No employee may be transferred from another division of the Company not covered by this Agreement into a division covered by this Agreement without losing his seniority.

Section 12. When a vacancy occurs or when a new position is created within the bargaining unit, the Company shall post a notice on the bulletin board for a period of twenty-four (24) working hours, announcing the open position and job classifications, and any employee may bid for the opening. If more than one (1) employee bids then the employee with the highest ranking seniority, if qualified, shall be given the job.

Section 13. Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.
Section 14. It is understood and agreed that part-time employees, whose normal occupation is other than construction and/or other primary employment, shall not be eligible for vacation pay, holiday pay, pension coverage, or seniority benefits.

ARTICLE VIII - HOURS OF WORK

Section 1. The Company agrees that the standard hours of work shall be eight (8) hours per day or forty (40) hours per week, and that the work week shall start on Monday and end on Friday. All work in excess of eight (8) hours per day or forty (40) hours per week shall be considered as overtime, and employees shall be paid at the rate of time and one-half for working such overtime periods. Time and one-half shall be paid for all work performed on Saturdays. Overtime shall not be paid twice for the same hours. All employees shall be paid weekly on Friday of the week following close of week in which work was performed.

Section 2. Any employee who reports to work, or is called to work, or upon calling in to find out if he is to work and being told to report for work, shall receive a minimum of two (2) hours pay at his regular hourly rate, except in case of labor dispute. If the employee starts to work, he shall receive a minimum of four (4) hours work or pay at his regular hourly rate, except in case of labor dispute or inclement weather. It is the employee's responsibility to have on record with the Employer a permanent telephone number where he can be reached. It is agreed that no employees will be called out or started for the purpose of defeating the overtime provisions of the contract nor will they replace men who are engaged in an operation which may require working overtime. Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 5:00 p.m. Any work performed prior to 7:00 a.m. or after 5:00 p.m. shall be paid for at the rate of one and one-half times the regular rate of pay, the overtime rate of pay shall be paid after 5:00 p.m. regardless of when the employee was put to work on such day or of the amount of hours worked previous to 5:00 p.m.

Section 3. Any employee receiving more than the scale of wages herein shall not suffer a reduction in wages as established by this Agreement.

Section 4. All work performed on Sunday shall be paid for at double time.

Section 5. Any part of one-quarter hour worked by an employee either before his regular starting time or after his regular quitting time, at the specific direction of the supervisor, shall constitute a full one-quarter hour and shall be paid for at the rate of time and one-half, except on Sundays or holidays which will be paid for at the rate prescribed.

ARTICLE IX- HOLIDAYS AND HOLIDAY PAY

The following holidays shall be observed and employees qualifying for holiday pay shall be paid eight (8) hours pay at their regular hourly rate as holiday pay for such days when not worked and regardless of day of week in which holiday falls:

- New Years Day
- Memorial Day
- Fourth of July
- One floating Holiday
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

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If any of the above holidays fall on Sunday, the holiday shall be observed on the day set by decree or proclamation by governmental authority.

One floating holiday shall be granted each employee and shall be taken with due regard pertaining to desire, seniority and preference of the employees, consistent with the efficient operation of the Employer's business.

If work is performed on any of the above holidays, employees performing such work shall receive double the regular hourly rate as pay for same for all time worked, plus holiday pay as outlined above.

In order to qualify for holiday pay, the employee must be on the seniority list with the Company.

Employees must work the work day previous to the holiday and work day following the holiday if work is available to him.

Employees who are on call basis shall have worked their last scheduled day before the holiday and their first scheduled day after the holiday if work was available to him.

Employees who are laid off for a period of at least fifteen (15) days prior to an agreed upon holiday shall not qualify for holiday pay. Employees laid off for a period less than fifteen (15) days shall receive holiday pay.

Employees who are recalled to work from a layoff in less than seven (7) days following any agreed upon holiday shall qualify and receive holiday pay.

If Employer agrees to the absence of any employee on the work day previous or the one following a holiday, or both, employee shall be considered as having qualified for holiday pay.

Illness on either of the qualifying days shall not disqualify an employee from receiving holiday pay; however, such illness must be substantiated by a doctor's statement of inability to work, submitted on the day the employee returns to work.

Death in the immediate family will not disqualify an employee from holiday pay.

Employees who are serving their probationary period are not entitled to holiday pay for holidays falling in such period.

ARTICLE X - VACATIONS

Section 1. It shall be the policy of the Company to give vacations with pay during each year. Seniority is to govern in the event it becomes necessary to determine priority between employees for a specified vacation period.

Section 2. Employees with one (1) year seniority shall receive one (1) week vacation with pay. Employees with two (2) years seniority shall receive two (2) weeks vacation with pay. Employees with ten (10) years seniority shall receive (3) weeks vacation with pay. Employees original hiring date shall guide in all matters pertaining to vacation.
Section 3. Vacation pay shall be based on the employee's regular hourly rate for a forty (40) hour week. An employee shall receive all his earned vacation pay the day before he leaves on his vacation.

Section 4. It is agreed that whenever a holiday falls within an employee's vacation period, such employee shall be granted an additional day of vacation. It is also agreed that if an employee during the vacation year is ill, his time lost because of that illness shall not be used to cut down or in any way be applied against his vacation rights; this provision is not to be construed as applying to any illness which takes place during an employee's vacation. It is understood that during the first year of employment, the employee must work sixty percent (60%) of the total working days in order to qualify for vacation pay and must have been employed for the full year.

During the second and subsequent years, the employee must have worked sixty percent (60%) of the total working days but need not be employed for the full year to be eligible for the full vacation.

It is agreed that in the event an employee with one or more years of seniority does not qualify fully under the sixty percent (60%) that he will be paid vacation pay on a pro rata basis, also that any month in which 160 hours of work have been performed will be counted as one-twelfth (1/12th) of vacation qualification. It is further agreed that twelve hundred (1,200) hours worked shall be considered as qualifying under the sixty percent (60%) provision.

It is agreed that only the days included in the regular work week, Monday through Friday, shall be computed in the total working days of the year, however, the employee shall be given credit for work performed on all other days in the computation.

The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees, consistent with the efficient operation of the Employer's business, and that the vacation period shall be January 1st to December 31st of each year.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 1. Should a difference arise between the Company and the Union or any employee of the Company covered hereunder, as to the meaning or application of the provisions of this Agreement, such differences shall be settled in the following manner:

Step 1. The aggrieved employee or employees shall record their grievance on a grievance blank and present the same to the shop steward. The shop steward will then attempt to settle the grievance with the foreman or immediate supervisor of the employee as soon as possible. The shop steward shall be advised by the employee's immediate supervisor within one (1) working day after the submission of the written grievance as to the terms upon which the Company is willing to adjust the grievance.

Step 2. If no satisfactory adjustment is agreed upon, the matter shall be referred by the shop steward to the Assistant Manager of the Company or some other executive officer of the Company, with authority to act, who shall review the alleged grievance and offer a decision within two (2) days after receipt of the grievance.
Step 3. If the grievance is not adjusted by the procedure outlined above within ten (10) days of its occurrence, it shall be referred by either the Union or the Employer, or both, to the Joint Committee, hereinafter described, for mediation. Such reference shall be made by either party upon request, in writing, upon receipt of any such notice of grievance the Employer shall select one (1) member of said committee, and the Union shall select one (1) member of said committee, and the two (2) members so selected shall comprise a grievance committee for such disputes. Said grievance committee shall immediately exert every effort to mediate and adjust the grievance.

Step 4. If the committee as referred to in Step 3 cannot settle the grievance and both parties agree to arbitration, then the parties agree to appoint a third person, within five (5) days, who shall act as chairman.

Section 2. Any grievance involving discharge, must be presented within five (5) days from the date of the discharge.

Section 3. The expense of arbitration, including the fee of the arbitrator, shall be borne equally by the Company and the Union.

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement or any agreement made supplementary hereto.

Section 5. Any shop steward shall be permitted to leave his work to investigate and adjust grievances of any employee within his jurisdiction, after first notifying the foreman in charge.

ARTICLE XII - DISCHARGE AND SUSPENSION

The Employer shall not discharge nor suspend any employee or employees without just cause, but in respect to discharge shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Local Union, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers.

The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from date of said warning notice.

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice as been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall be taken up, as provided for in the Grievance Procedure of this Agreement.
ARTICLE XIII - UNAUTHORIZED ACTIVITY

It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work if there should be a work stoppage, and just as soon as practical, address a letter to the Company notifying the Company that the action of the Union members or agents is unauthorized.

The Company shall be privileged to discipline employees responsible for such unauthorized activities without violation of the terms of this Agreement; subject, however, to the grievance and arbitration provisions of this Agreement.

In order that the Company may be apprised of the officer of the Union empowered to authorize strikes, work stoppages, or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the President of the Union has the power or authority to authorize any such action or give the orders or directions necessary to carry out any such action.

ARTICLE XIV - PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or discipline, if any employee or employees refuse to go through a duty authorized picket line of any union, nor shall the exercise of any rights permitted by law be a violation of this Agreement.

ARTICLE XV - HEALTH AND WELFARE

Effective August, 2011, the Company agrees to provide a health and welfare plan for its employees at the same benefit level at the effective date for the life of the agreement. At no cost to employees.

ARTICLE XVI - SAFETY AND HEALTH

The company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of employment. Protective devices on equipment necessary to properly protect employees from injury shall be provided by the Company.

ARTICLE XVII - WORK ASSIGNMENTS

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require employees, or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.
ARTICLE XVIII- SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should 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 which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted to all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE XIX- EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs, but shall be responsible to other employees for all time spent at the place of examination or examinations. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year.

The Company reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 2. Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE XX- MAINTENANCE OF AREA STANDARDS

The Employer agrees that when the employees covered by this Agreement are working in the territorial jurisdiction of a neighboring Teamsters Local Union, or on a job classification commanding a higher rate of pay than established by this contract, or construction work, that all conditions of employment including wages, commission, hours of work, overtime differentials, working days, and working hours shall be maintained at not less than the highest minimum standards in effect on the type of contract in the neighboring Local union, this Local Union, construction contract, or under this Agreement, whichever is higher.

This Article shall apply to any work which an Employer sub-lets in any manner and there shall be no subterfuge for the purpose of defeating this Article.
The term "construction work" within the meaning of this Article shall be held to be when the employee is actually performing the work on the job site, placing of materials in the construction project, stock piling of material when the total tonnage of said material exceed fifty (50) tons, excluding all usual deliveries of material when the driver is not making continuous deliveries to and from the construction project.

This does not include ready-mix concrete trucks operating in the normal manner from the Employer's permanent plant.

ARTICLE XXI- MISCELLANEOUS PROVISIONS

Section 1. The Company agrees to post within the business premises such proper notices of Union meetings, etc., as may be delivered to it by the union.

Section 2. An authorized representative of the Union shall have access at all times during working hours to the Company's premises for the purpose of conferring with the officers of the Union, the shop steward and the Company's officials.

Section 3. The Company agrees that it will not discriminate against an employee or applicant for employment for or on account of his affiliation or activities with the Union.

Section 4. Drivers shall not be allowed to haul any merchandise, tools or equipment in the cab of the trucks.

Section 5. If an employee is required by the Company to attend school or safety meetings, he shall be paid for the time spent in such activity at the rate he would have been earning under this Agreement if he had been working. An employee who attends school voluntarily or under a voluntary plan set up by the Company shall not be paid for the time spent in said voluntary attendance.

Section 6. Whenever there is a charge account and where such account is sanctioned by the Employer, drivers shall not be held for the validity, bankability or genuineness of checks, drafts, signature of endorsements thereon or counterfeit money received by the driver in payment from the customers, unless such driver or drivers be instructed not to accept such checks or drafts.

Section 7. No employee shall be held responsible for damage done to trucks operated by him or merchandise under his charge, except where such employee is clearly negligent or at fault.

Section 8. If required, the Employer agrees to furnish uniforms free of cost. The Employer shall also pay for any laundry or cleaning connected with such uniforms. It is further agreed that any uniforms furnished by the Employer shall bear the Union label.

Section 9. Lunch period shall be thirty (30) minutes between the hours of eleven-fifteen (11:15) a.m. and twelve-forty-five (12:45) p.m. Any employee required to work during his lunch period shall receive one and one-half (1 1/2) times the regular rate of pay for working such period.

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Section 10. In case of death of mother, mother-in-law, father, father in-law, husband, wife or cruld, the Company will grant a regular employee a leave of absence with pay from day of death until and including day of funeral subject to the following: If death and/or funeral occur within the State, the Company shall grant two (2) days funeral leave with pay; if death and/or funeral occur out of the State, the Company shall grant three (3) days of funeral leave with pay.

In the event of death of brother or sister, such paid funeral leave shall be for one (1) day with pay unless it be out of the State, in which case it shall be two (2) days of leave with pay. The compensable day or days must fall within the regular or scheduled work week.

ARTICLE XXII - SAVINGS CLAUSE RE WAGE FREEZE

If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with wage and Price Stabilization, then such proposals, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ARTICLE XXIII-TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from August 1, 2019 to and including July 31, 2020 and shall continue in full force and effect from year to year thereafter unless written notice is served by either party upon the other party sixty (60) days prior to termination of contract.

It is also agreed that this Agreement is drawn up to comply with the provisions of the Labor and Management Relations Act of 1947. Any provision of this Agreement found to be in violation of said Act shall be changed to comply with the said Act.

FOR THE COMPANY:

FOX REDI-MIX COMPANY
1300 West South 5th
Shelbyville, IL 62656

Shane Fox, President

FOR THE UNION:

Teamster Local Union 916
3361 Teamster Way
Springfield, IL 62707

Tony Barr, President

7/19/19

Date

7-22-15

Date
APPENDAGE "A"

Wage Addendum to the Ready Mix concrete Agreement by and between Fox Ready Mix Company and Teamsters Local Union No. 916 and shall be attached to and become a part of the above mentioned Agreement.

MIXER DRIVERS, MECHANICS, PLANT WORKERS, YARDMEN AND WAREHOUSEMEN WAGE RATES

Effective August 1, 2019

$18.00

Mixer trucks shall be classified as to mixing capacity as per manufacture nameplate specification.

If and when mixer trucks rated over nine cubic yards are put into service the new wage rate will be negotiated.

New employees hired after ratification of this agreement, may be paid two dollars ($2.00) per hour less than the minimum wage rate noted above during the first 1st (6) months of employment.

After six (6) months of employment, an employee may be paid one dollar and fifty cents ($1.50) less than the minimum wage rate noted above.

After one (1) year of employment, an employee may be paid one dollar ($1.00) less than the minimum wage rate noted above.

After eighteen (18) months of employment, an employee may be paid fifty cents ($0.50) less than the minimum wage rate noted above.

After two (2) years of employment, the employee will be paid no less than the minimum wage rate noted above.

FOR THE COMPANY:

FOX REDI-MIX COMPANY
1300 West South 5th
Shelbyville, IL 62656

\[Signature\]
Shane Fox, President

\[Date\]
7/19/19

FOR THE UNION:

TEAMSTERS LOCAL UNION NO. 916
3361 Teamster Way
Springfield, IL 62707

\[Signature\]
Tony Barr, President

\[Date\]
7/22/19