

AGREEMENT

BETWEEN

HANSON READY MIX, INC.

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 66, 66A, B, C, D, O & R
AFFILIATED WITH THE AFL-CIO**

**Effective Date:
August 1, 2019**

**Expiration Date:
July 31, 2022**

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AGREEMENT

This Collective Bargaining Agreement executed on the 1st day of August **2019** is entered into between **Hanson Ready Mix, Inc.**, 2220 2nd Avenue, Pittsburgh, PA, 15219, hereinafter referred to as "Employer" and the International Union of Operating Engineers, Local 66, 111 Zeta Drive, Pittsburgh, PA, 15238, affiliated with the AFL-CIO, hereinafter referred to as "Union".

ARTICLE ONE

GENERAL PURPOSE

The purpose of this Agreement is to fix wage rates, hours of work and other employment conditions under which the said Employer is to furnish employment to Operating Engineers helpers, mechanics, front end loaders, apprentices, and maintenance men working at the **Hanson Ready Mix, Inc.** Brady Street Concrete Plant, where the Union currently represents such employees, and the employees are to work so as to promote and improve with such employment the industrial and economic relationships between the employer and the employees and thus minimize the possibility of strikes, lockouts and the like.

ARTICLE TWO

MEMBERSHIP

In accordance with the provisions of this Article, the Employer agrees that, as a condition of employment, all employees covered by this contract shall be members of the Union in good standing. "Good-standing" shall be defined to mean only that the employee shall have paid all duly authorized initiation fees and all dues that have become payable. All present employees of the Employer on and after sixty (60) days from the date of the signing of this Agreement shall become or remain members in good-standing and shall be accepted as such members upon payment of the customary initiation fees and current dues.

ARTICLE THREE

CHECKOFF ASSESSMENTS

Upon receipt of a written authorization, the Employer agrees to deduct from the employee's wages any working dues which, during the term of this Agreement, are approved by a secret ballot vote at a special notified Union general membership meeting, held for that purpose. In accordance with the foregoing, the Employer shall deduct from the wages of all employees covered by this Agreement, the sum of two percent (2%) of gross wages. The Union will forward to the Employer a complete list of names of employees who have signed a written authorization under this Article.

Said sums shall be payable to the Local Union as supplemental dues on behalf of the members of Local No. 66 and reported on forms provided for that purpose.

The International Union of Operating Engineers Local No. 66 agrees to hold all authorization cards obtained from employees represented by the Union and covered by this Agreement, and shall upon request affirm to the Employer the fact that such an authorization card is being held by it. Upon revocation, if any, the Union shall promptly notify the Employer in writing of the name of the employee and date of revocation.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this paragraph, or on reliance of any list, notice, assignment, or authorization card furnished under such provision.

ARTICLE FOUR

UNION SECURITY

The Employer will not interfere with, restrain or coerce such employees because of membership or lawful activity in the Union, nor will they by discrimination in respect to hire, tenure of employment, or any term or condition of employment, attempt to discourage membership in the Union. The Union agrees that neither the Union, nor its members, will intimidate or coerce any employee in respect to his right to work or in respect to his membership or non-membership in any Union.

The Union agrees to make every effort to see that employees represented by them obey all reasonable rules and regulations laid down by the Employer.

It is agreed that no liability shall be incurred by either the Employer or the Union for any unauthorized act upon the part of an employee or member of the Union or an Employer representative unless and until such act is brought to the attention of the Employer or the Union and a reasonable opportunity be given for its correction or adjustment.

The Employer may hire new employees from any source. Such employees shall be accepted as members in good standing upon payment of the customary initiation fees and current dues on and after sixty (60) days from date of employment.

ARTICLE FIVE

NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable Federal or State law governing employment.

ARTICLE SIX

STRIKES, WORK STOPPAGES, AND LOCKOUTS

Section 1. During the term of this Agreement, the Union and the employees agree, in exchange for the Company's obligation under Article Six, Section 3 below, that, as to any dispute of any nature, there shall be no strikes, including but not limited to, sympathy strikes, unfair labor practice strikes, slow downs, stoppages of work of any kind, or other acts of interference with the production, sales, delivery, transportation, or customer service of the Company's products.

Section 2. Employees participating in any activity in violation of Section 1 shall be subject to discharge, which shall not be subject to the grievance and arbitration provisions of this Agreement. It shall not be a violation of this Agreement, and it shall not be just cause for discipline or discharge, in the event any employee refuses to go through a lawful primary picket line where there is a legitimate and immediate threat to personal safety.

Section 3. During the term of this Agreement, the Company will not lock out the bargaining unit.

ARTICLE SEVEN

RATES OF PAY

The rates of pay are set forth as follows:

<u>Classification</u>	Current	<u>08/05/2019</u>	<u>08/03/2020</u>	<u>08/02/2021</u>
		<u>+3.0%</u>	<u>+3.0%</u>	<u>+3.0%</u>
FEL Red-Circled	\$24.43	<u>\$25.16</u>	<u>\$25.91</u>	<u>\$26.69</u>
Front End Loader	\$20.76	<u>\$21.38</u>	<u>\$22.02</u>	<u>\$22.68</u>
Mechanic Helper	\$18.10	<u>\$18.64</u>	<u>\$19.20</u>	<u>\$19.78</u>
Plant Laborer	\$18.10	<u>\$18.64</u>	<u>\$19.20</u>	<u>\$19.78</u>
Batch Plant Operator	\$22.25	<u>\$22.92</u>	<u>\$23.61</u>	<u>\$24.32</u>
		<u>+\$1.50</u>	<u>+3.0%</u>	<u>+3.0%</u>
Mechanic	\$23.90	<u>\$25.40</u>	<u>\$26.16</u>	<u>\$26.94</u>

Joe Jurich will be red-circled at **\$24.43** and receive the 3% raises per year for the life of this Agreement. **Mike Hassan will receive this FEL Red-Circled rate** while performing the front end loader duties.

ARTICLE EIGHT

SPECIAL PAYMENTS

Section 1.

- a. Overtime at the rate of double (2) time or twice the normal hourly rate shall be paid such employees as are directed to work on Sunday and the holidays listed in this Agreement.
- b. Employees beginning work between the hours of 12.00 a.m. and 5:00 a.m. will receive an additional fifty cents (\$0.50) per hour. After 5:00 a.m., the fifty cents (\$0.50) premium will not apply. The fifty cents (\$0.50) premium will not be calculated when considering overtime pay.
- c. The Company will pay seven dollars (\$7.00) supper money when an employee works ten (10) or more hours.
- d. Overtime hours shall be counted but once as such; they shall not be pyramided.

- e. Unless otherwise notified, employees shall be present for work on a daily basis.

Section 2.

- a. All employees covered by this Agreement who have four (4) or more consecutive months of employment with their employer and who are off duty on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day and one (1) personal day with three (3) days' notice to the Company, shall receive for such holidays and personal day each, eight (8) hours pay at their regular straight time rate, provided they work for their Employer on their last scheduled workday before and their next scheduled workday after such holiday except that an employee who is laid off shall be paid on the next regular payday for any holidays that occur in the first seven (7) working days after he is laid off and the seven (7) working days immediately prior to his rehire after layoff.
- b. When an employee is called back to work after quitting time, Monday through Friday, he shall be paid a minimum of four (4) hours at the overtime rate. A minimum of four (4) hours at overtime rate will be paid when an employee is called out on Saturday and Sunday.
- c. **The parties agree to waive any provisions of the proposed PA State Family Medical Leave Act promulgated during the current term of the Collective Bargaining Agreement.**

Section 3.

- a. If an Employer obtains equipment of a type that has not previously been used in a particular yard and for which no classification established by this Agreement is applicable, and this results in the creation of a new job, then the Employer will discuss the establishment of a rate for that job with the Union. This provision shall in no way be construed as a "successor clause." It is understood that the Employer shall break all deadlocks regarding jurisdiction over new equipment. There shall be no jurisdiction claims filed against the Employer as a result of this provision.

- b. **Employees transferred to a job other than their normal classification will receive their current rate of pay. If transferred to a higher rated job, they will receive the higher rate for all hours worked on said job.**

Tool Allowance: The mechanic will receive a tool allowance as follows:

June 30, 2019	\$375.00
<u>Effective August 1, 2019</u>	\$375.00

The Company will pay to repair or replace mechanics impact tools.

ARTICLE NINE

SENIORITY

Section 1. Seniority by plant shall prevail at all times in promotions, demotions, layoffs, and rehires provided ability and physical fitness are relatively equal. Seniority shall be determined by total length of continuous employment at a plant.

Employees transferring from another Union or coverage under another Local No. 66 collective bargaining Agreement to this bargaining unit shall be considered new employees for purposes of this collective bargaining Agreement.

Section 2. When recalling laid-off employees, the Steward shall be notified and the employees shall be first called by phone at their last notified number. In the event that the employees cannot be contacted by phone, then they shall be notified by registered mail at their last notified address and the employees shall be given seven (7) calendar days' notice after the mailing of the registered letter either to report for re-employment or give a reason satisfactory to the employer for his not so doing. Within twenty-four (24) hours of receipt of notice of recall, by phone or by registered mail, the employee will confirm by registered mail with the Employer that he intends to return to work. Failure to confirm or to report for work shall cause him to forfeit his employment rights under the contract. However, while waiting for the employee to report to work, the Employer can use the next available man on the seniority list without liability because of seniority provisions.

Re-employment shall not apply to any employee who has been laid off for eighteen (18) months or more. A quit or discharge shall cause the loss of all seniority to date of quit or discharge.

Section 3. Insofar as practical, stay-over overtime, anything under a full shift will be offered to employees performing the work. Call-in overtime shall be assigned to

the employees with the greatest amount of seniority in the seniority unit who can perform the work.

Section 4. In the event that, after the effective date of the Agreement, an Employer acquires separate plant facilities by purchase or otherwise, those employees at the newly acquired facility who are retained shall not (unless otherwise mutually agreed to) obtain seniority rights in any of the Employer's other plants by virtue of the acquisition.

ARTICLE TEN

LEAVE OF ABSENCE

Employees covered by this Agreement may request a leave of absence not to exceed twelve (12) months by written request to management. Management shall provide a written response to such request. Should such request be granted, the employees' seniority shall be retained but not accumulated. Leaves granted to employees elected or appointed to Union Office shall extend to the term of their office.

ARTICLE ELEVEN

HOURS OF WORK

Eight (8) hours shall constitute a normal work day any work performed in excess of the normal eight (8) hour day will pay one and one half (1½) times their hourly rate. Lunch period shall be of thirty (30) minutes duration to be taken sometime during their scheduled shift.

ARTICLE TWELVE

VACATIONS

An employee shall receive that percentage of the vacation determined by dividing his actual hours of work in a calendar year by one thousand (1000) to determine the multiplier, except that no vacation shall be paid for less than five hundred (500) hours of actually working a calendar year. Hours in excess of one thousand (1000) shall not be applicable in the above formula.

Anniversary date for the purpose of vacation accrual will be by hire date.

After 1 year	40 hours
After 2 years	48 hours
After 3 years	56 hours
After 4 years	64 hours
After 5 years	80 hours
After 6 years	88 hours
After 7 years	96 hours
After 8 years	104 hours
After 9 years	112 hours
After 10 years	120 hours
After 20 years	160 hours

Requests for vacation may be approved at the sole discretion of the Company, according to seniority, providing work schedules and plant operations permit.

An employee may request pay for one week (forty (40) hours) of earned but unused vacation at any time of the year in the year after it is earned. Any unused vacation will be paid out in the final paycheck of each calendar year in the year after it is earned.

ARTICLE THIRTEEN
BEREAVEMENT LEAVE

Where an employee is off work due to a death in his immediate family and actually attends the funeral, the Employer will pay the employee at his regular straight time rate of pay eight (8) hours per day up to a total of three (3) consecutive days beginning with the day after the death to and including the day of the funeral with no payment to be made for any of the three (3) days which is a Saturday, Sunday (unless either day is a scheduled work day in which case the employee would be compensated for Bereavement Leave), paid holiday, part of his vacation or occurs when he is not working; however, if the death occurs on Thursday and the employee is not scheduled to work on Saturday or Sunday and the funeral is on Monday, the employee will be paid for Friday and Monday. In addition, one (1) additional day if burial is over two hundred (200) miles away. "Immediate Family" for the purpose of this clause, is defined as the

employees' father, mother, spouse, son, daughter, step-parents, step-children, brother, sister, grandparents, current father-in-law, current mother-in-law, current brother-in-law, current sister-in-law and grandchildren.

An additional two (2) unpaid absences, immediately adjacent to Bereavement pay above, for the death of a spouse or child shall not be subject to attendance repercussions.

ARTICLE FOURTEEN

SAFETY

The Union and employees agree to adopt and abide by the Company Safety Policy, Procedures and Rules, and the Company's Substance Abuse and Prevention Policy, and any changes thereof.

Employees injured on the job and unable to return to work as a result of the injury shall receive all wages and fringe benefits for a full shift, as though worked.

All safety equipment, including rollover bars, seat belts, hard hats, winter liners, heaters and other safety equipment including the proper fluid used for scrubbing the boat deck and rags, shall be supplied by the Employer at no cost to the Employee.

The Company will issue a safety boot allowance on the first payroll of August of each calendar year in the following amounts:

Effective 08-01-2016 \$150.00

Effective 08-01-2019 \$200.00

The Company will require employees to provide a receipt for proof of purchase, including that the boots meet the ASTM standard, in compliance with Company policy.

ARTICLE FIFTEEN

MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including, but not limited to, the right to: reprimand, suspend, discharge or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and schedule, assign and direct their work; to promote, demote, transfer, lay off and recall employees to work; to set the reasonable standards of productivity, the

products to be produced, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are to be conducted; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operations or service; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; to introduce new or improved methods, machinery and equipment; to issue, amend and revise policies, rules, regulations and practices; and, to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees. The Employer's failure to exercise any right, prerogative or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provision of the Agreement.

ARTICLE SIXTEEN

GRIEVANCE AND ARBITRATION

Section 1. Should any grievance arise as to the interpretation of or alleged violation of this Agreement, and such grievance cannot be resolved with local supervision, the employee or employees affected, or the Union, shall process the grievance in accordance with the following procedure:

Step One: All grievances must be reduced to writing and dated and signed by the employee, the Steward, or a Union representative. The written grievance shall contain all available facts and information giving rise to the grievance available or known at the time of the filing. The Steward shall submit the written grievance to the Superintendent within five (5) working days of its occurrence or the employee's or Steward's knowledge of the occurrence. The Steward shall be given a copy of all disciplinary notices issued to employees. The superintendent shall have five (5) working days to respond to the grievance. If no satisfactory settlement is reached, the grievant or the Union may appeal to Step Two.

Step Two: The Union's Business Representative shall call a meeting with the Company's representative within five (5) working days of the Superintendent's response in an effort to resolve the grievance. The Company representative shall have five (5) working days from the meeting with the Union's Business Representative within which to respond to the grievance in writing. If no satisfactory settlement is reached, the Union may appeal the matter to Step Three.

Step Three: The grievance must be appealed to arbitration by the Union upon written notice to the Company and the Federal Mediation and conciliation Service within ten (10) working days of the answer of the Company's representative. The appeal to the FMCS shall ask for a list of seven (7) arbitrators. The Company and the Union will alternately strike names, with the party bringing the complaint striking first, until one name is left. This person will decide the arbitration.

Section 2. In the event an unresolved grievance is submitted by the Union to arbitration, the arbitrator will make his findings and render his decision to resolve the disagreement. Only one grievance may be heard per arbitration. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding upon the Company, the Union and the effected employees.

The cost of the arbitrator shall be shared equally by the parties.

Section 3. All time limits above shall be construed. Any grievance shall be considered as settled on the basis of the last written answer of the Company if not appealed to the next step, or to arbitration within the time limits set forth in this Article. The time limits under the grievance and arbitration procedure may be extended by mutual agreement of the parties.

Section 4. Time lost spent in connection with grievances and other Union business shall not be paid by the Company or treated as time worked, except for Step One and Step Two if conducted at the plant.

ARTICLE SEVENTEEN

HEALTH INSURANCE

Section 1: Eligibility:

An eligible employee is described as an employee that has worked five (5) days or twenty (20) hours, whichever occurs first, in the months immediately preceding the month for which he/she is covered for the Health and Welfare Plan. Vacation and Holiday time will be utilized in the calculation of the five (5) days or twenty (20) hours needed to be eligible for the Health and Welfare Plan.

New employees will be eligible for coverage on the first of the month following sixty (60) calendar days employment, but contributions will begin thirty (30) calendar days prior to that date. Employees that are off work, but otherwise eligible for benefits, will have their benefits continued for a period of up to three (3) months. Employee contributions, as stipulated below, will be required during that period.

Section 2. Effective January 1, 2017, employees will be eligible to participate in the Operating Engineers Local 66 Welfare Fund. This plan will include Medical, Prescription Drug, Vision, and Sickness and Accident coverage. Contributions to the plan are due to the Fund by the twenty-second (22nd) of the month for coverage in the month following payment/deduction. The total premium for coverage effective January 1, **2019** is **\$1,389.00**/month and may be adjusted on January 1st of each subsequent year of this Agreement. The Employer will contribute a maximum monthly contribution as follows:

Effective December 1, 2018	\$1,241.07
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The Company contribution to the Health Care will remain at \$1,241.07 until the split equals 80/20. Then the Company will maintain an 80/20 contribution.

The employees will contribute the difference between the Employer contribution and the total premium, effective January 2017, with increases in December of each year thereafter. The employees' portion of the monthly premium will be deducted from the employees' pay on the basis of fifty-two (52) weeks per calendar year.

Section 3. Effective January 1, 2017, employees will be eligible to participate in the Company's Dental Plan. Participation in that plan will be in a manner consistent with those applied to the Company's non-union hourly employees, including benefits and monthly contributions.

Section 4. Effective January 1, 2010 Life insurance benefit for eligible employees will be twenty five thousand dollars (\$25,000.00).

PENSION PLAN: The Employer shall contribute to the Operating Engineers Construction & Miscellaneous Pension Fund, the following listed money for each man-hour paid to the employees covered by this Agreement:

Effective 08-01-2018	\$2.80
<u>Effective 08-01-2019</u>	\$2.80

ANNUITY ACCOUNT: The Employer shall contribute to the Operating Engineers Annuity Account the following listed money for each man-hour paid to the employees covered by this Agreement:

Effective 08-01-2012	\$0.10
<u>Effective 08-01-2019</u>	<u>\$0.15</u>
<u>Effective 08-01-2020</u>	<u>\$0.20</u>
<u>Effective 08-01-2021</u>	<u>\$0.25</u>

Payment for all of the above shall be by check or other written order for the payment of money to the Operating Engineers Local Union No. 66 Contribution Account, 111 Zeta Drive, Pittsburgh, PA 15238, for distribution to the Operating Engineers, Local No. 66 Welfare Fund Account, Miscellaneous Pension Fund Account and the Annuity Account.

A copy of the Agreement and Declaration of Trust and provisions for the operation of the Operating Engineers Local No. 66 Welfare Fund, Construction & Miscellaneous Pension Fund, and the Annuity Account is incorporated and made a part hereof by reference.

The Employer shall indicate on employee's weekly pay statement the number of hours for which contributions have been made. Contributions shall be made on actual hours paid for.

Any employer who pays into the Union Welfare Plan is covered under Union weekly disability benefits.

ARTICLE EIGHTEEN

COMPLETE AGREEMENT

This Agreement superseded all existing and previous written and oral Agreements, and all practice which is inconsistent with this Agreement, except as is incorporated and specifically carried forward herein. This Agreement shall not be modified or altered, except in writing and signed by both parties.

ARTICLE NINETEEN

DURATION OF AGREEMENT

This Agreement shall be effective between August 1, **2019** and such other dates as herein provided, and July 31, **2022**, and such other dates as herein provided, and continue effective thereafter from year to year unless notice is given sixty (60) days prior to July 31, **2022**, or such date of any subsequent year by either party hereto that changes are desired in this contract.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the hands of its proper officers and its corporate seal to be affixed hereto:

For the Company:

Hanson Ready Mix, Inc.

R. Jeffrey Carey
Labor Relations Manager

For the Union:

International Union of Operating
Engineers, Local 66

James T. Kunz, Jr., Business Manager

Thomas M. Durkin, President

Thomas C. Melisko, Jr., Secretary

Jake McChesney, Business Agent

Steward

Date Signed

Date Signed