

AGREEMENT

Between

MARTIN MARIETTA MATERIALS, INC.

Covering

CHARLESTON YARD, NEW MARTINSVILLE  
YARD, PARKERSBURG YARD, PAUL D AND  
CAPTAIN ELZA

And

OPERATING ENGINEERS, LOCAL NO. 132

FEBRUARY 1, 2019 TO JANUARY 31, 2022

# INDEX

	<u>PAGE</u>
ARTICLE I: RECOGNITION AND MEMBERSHIP	4
ARTICLE II: MANAGEMENT RIGHTS	4
ARTICLE III: NON-DISCRIMINATION	7
ARTICLE IV: UNION MEMBERSHIP	7
ARTICLE V: EMPLOYMENT	8
ARTICLE VI: WAGE SCALE	9
ARTICLE VII: WORK SCHEDULE	13
ARTICLE VIII: SAFETY	13
ARTICLE IX: GROUP INSURANCE	14
ARTICLE X: HOLIDAYS	16
ARTICLE XI: ABSENCE DUE TO DEATH IN THE IMMEDIATE FAMILY	17
ARTICLE XII: VACATIONS	18
ARTICLE XIII: SETTLEMENT OF DISPUTES	23
ARTICLE XIV: REPRESENTATION	25
ARTICLE XV: TRANSPORTATION TO HOME PORT	25
ARTICLE XVI: SENIORITY	26
ARTICLE XVII: NO STRIKE/NO LOCKOUT	28
ARTICLE XVIII: PENSIONS	28
ARTICLE XIX: DURATION OF AGREEMENT	29
ARTICLE XX: AGREEMENT PROVISION	29

## **AGREEMENT**

THIS AGREEMENT, was made and entered into this 1<sup>st</sup> day of February, 2019 by and between MARTIN MARIETTA MATERIALS, INC. hereinafter called the Company and OPERATING ENGINEERS LOCAL NO. 132, of the City of Charleston, West Virginia, with jurisdiction over the State of West Virginia and all counties therein, party of the second part, and said party of the second part being affiliated with the American Federation of Labor and its departments, and hereinafter referred to as the Union.

WHEREAS: The Company is engaged in the business of producing, selling and delivering aggregates, and in the course of its business is the employer of hourly production and maintenance employees in job classifications listed in Article VI of this Agreement and who when not working in such classifications, devote their time to other duties in order that they may have practically constant employment and

WHEREAS: It is the desire of the parties to this Agreement to establish the wage rates and hours of labor for such employees and to establish satisfactory terms of employment.

NOW, THEREFORE, the Company and the Union, acting by their duly authorized agents, agree as follows:

## **ARTICLE I**

### **RECOGNITION AND MEMBERSHIP**

That the Company hereby recognizes the Union who is signatory hereto as the sole and exclusive collective bargaining representative of all those hourly production and maintenance employees of the Company employed at Charleston Yard, New Martinsville Yard, Parkersburg Yard, Paul D and Captain Elza.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

A. Except as otherwise specifically provided in this Agreement, the Company has the sole and exclusive right to exercise all the rights or functions of management.

B. Without limiting the generality of the foregoing, and subject to the other provisions of this Agreement, as used herein, the term “management rights” includes: the right to manage the operation; the right to direct the working forces, including the right to hire, promote, or transfer all employees; subject to the appropriate seniority provisions; the location of the business, including the establishment of new operations; the relocation or closing of operations; the determination of products to be produced or sold or services to be rendered or supplied; the determination of the layout and the machinery, equipment or materials to be used the business; the determination of the size and character of

inventories; the determination of financial policy, including accounting procedures, prices of goods or services rendered or supplied and customer relations; the determination of the organization of each production, maintenance or distribution unit, or any other production, maintenance or distribution unit deemed appropriate by the Company; the selection, promotion, or transfer of employees to supervisory or other managerial positions, or to positions outside of the bargaining Unit, not to the prejudice of any: employee who may wish to decline the promotion or transfer; the determination of the size of the working force; the allocation and assignment of work to employees; the determination of policy affecting the selection or training of new employees; the establishment of quality and quantity standards and the judgment of the quality and quantity workmanship required; the control and use of the Company property, material, machinery, or equipment; the determination of safety, health and property protection measures; the establishment, modifications, and enforcement of reasonable rules or regulations, which are not in conflict with any of the provisions of this Agreement; introduction of new, improved, or different production, maintenance, service or distribution methods or facilities or a change in existing methods or facilities; the placing of production ,service, maintenance, or distribution work with outside contractors or subcontractors, except as modified in Section (II-D); the determination of the amount of

supervision necessary; the right to terminate, merge or see the business or any part thereof.

A. It is agreed that the above enumeration of management prerogatives shall not be deemed to exclude other management prerogatives not specifically enumerated above.

B. Bargaining Unit employees shall perform all work as set out in Article V – Section A of this Agreement and any new classification(s) that may be added during the term of this Agreement to any plant(s), including all maintenance, reconditioning, rebuilding of existing plants, the creation of new plants(s), and the addition to existing plants(s) except where licenses or technical work is required or where regular employees are not capable of or available to perform such work.

This agreement establishes the conditions of employment agreed upon between the parties and no other agreements written, expresses or implied shall be binding upon either party following the date of this Agreement. No clause of this contract shall be binding on the parties hereto if it is in conflict with or violates any laws, rules or regulations or any government or governmental agency.

### **ARTICLE III**

#### **NON DISCRIMINATION**

The Company and the Union agree that neither will discriminate against an applicant for employment or an employee because of race, religion, color, sex, national origin, age, sexual orientation, U.S. military veteran status, mental or physical handicap so long as such handicap does not prevent continued satisfactory work performance, or because of membership / non-membership in a union or any particular local of a union, nor will the Company or the Union cause / attempt to cause the other to do so.

The parties recognize the provisions of the Family Medical Leave Act of 1993 and the Americans with Disabilities Act of 1990 as Amended

### **ARTICLE IV**

#### **UNION MEMBERSHIP**

As a condition of employment, all employees covered by this Agreement may, on or before the 91<sup>st</sup> day after the date of execution of this Agreement, become members of the Union and remain members in good standing in the Union during the term of this Agreement.

Upon receipt of proper notification for each employee choosing to be represented by the Union, the Company will deduct the initiation fee from the next pay for the employee and Union dues plus administrative fees of 1% gross pay for each pay thereafter.

## **ARTICLE V**

### **EMPLOYMENT**

The Company may employ such person or persons, it may require, from time to time, within the labor classifications hereinafter set forth. New employees shall be considered probationary for a period of ninety (90) working days during which time the Company shall be the sole judge of their acceptability and ability to perform the work satisfactorily.

Upon completion of the ninety (90) working days the employee will be considered a permanent employee whose seniority date shall be calculated from the date of hire.

The parties agree to adhere to the Company's Substance Abuse Policy as amended from time to time. The parties further agree that any such results will be kept confidential.

The Company continuously strives to provide a safe and healthy work environment for the employees. Pursuant to this end, the employees will be required to participate in the Company sponsored Hearing Conservation Program as well as periodic health monitoring. The monitoring will be at the Company's cost and employees will be paid for the time necessary for their involvement. Participation in such testing does not preclude an employee from exercising any rights they may have.

**ARTICLE VI**

**WAGE SCALE**

A. The regular wage scale to be paid by the Company shall be as follows:

*Due to the change in Martin Marietta Material's payroll processing, all wage adjustments made after 2/1/2016 will be effective the Monday prior to 2/1 or on 2/1 if it falls on a Monday.*

<b>Classification</b>	<b>Effective 2/1/19</b>	<b>Effective 2/1/20</b>	<b>Effective 2/1/21</b>
Mechanic	21.50	21.80	22.25
*Lead Person	20.75	21.35	21.80
Material Handler Operator	19.45	20.05	20.50
Utility Person	18.99	19.59	20.04
Deckhand – 1 <sup>st</sup> Class	18.99	19.59	20.04

*\* The employee holding the Lead-Person classification will be appointed by the Company from the bargaining unit. The Lead-Person will continue to be part of the bargaining unit. In cases in which a salaried foreperson is not present, any employee designated as Lead-Person in his absence, will be paid Lead-person rate for the entire day provided this assignment is for a minimum of 4 hours.*

B. New probationary employees shall be paid twenty-five (\$0.25) per hour less than permanent employees for the first ninety (90) working days of their probation after which the full classification rate shall apply.

C. After forty (40) hours straight time have been worked in one week, or after eight (8) hours straight time have been worked in any one day, employees are to be paid for any excess time above these levels at the rate of time and one-half their hourly rate. Overtime shall not be computed on overtime.

D. Double time will be paid for all Sunday work performed excluding watchmen or any regular employee performing the duties of a watchman.

E. If a job/assignment is required to work overtime, the employee normally assigned will be entitled to the overtime (including Saturday and Sunday). If said employee is unable and/or unwilling to work the overtime, then the overtime will be offered to the senior employee who is qualified and available to perform the work.\* If no senior employee accepts the overtime, then the junior qualified employee will be assigned to perform the work. If employees are required to work on Saturday, such assignments must be posted by 3pm the preceding Thursday. Before requiring an employee to work on a Saturday, the Company will solicit volunteers to perform the required work. If not enough employees volunteer to work; the Company will assign the junior qualified employee(s) to perform the

required work. No employee will be required to work on a Saturday that follows a holiday as designed in Article IX.

*\*Due to the vast geographical area that members of the bargaining unit may spread out over at any given time, assigning casual overtime by strict seniority may be impossible. (Casual overtime being defined as nonscheduled work that must be completed by an establish time.) Consequently, when assigning casual overtime, the management will follow the seniority, but will consider an employee to be "available" if they are in immediate area where the overtime is needed. For purposes of casual overtime, the geographical areas will be:*

- 1. Charleston WV (South of Apple Grove) which includes any boats in this area;*
- 2. Apple Grove, Parkersburg Yard, which includes any boats/crane barges working in this area;*
- 3. New Martinsville which includes any boats working in this area.*

F. Employees covered by this Agreement who report to work without being previously notified not to do so and do not commence work shall be paid for not less than five (5) consecutive hours. If an employee reports for work without having been previously notified of a new work assignment at a lower rate, then employee shall be paid the current higher rate for the first day and then receive the lower rate of the assigned work beginning the second day.

G. When equipment of the Company is chartered or rented out on work other than that of the Company, and when the Company furnishes the crew, the said crew shall be paid the regular scale of Local 132.

H. The Company may hire temporary employees for a period not to exceed three (3) months at a rate of not less than the minimum wage. However, it is agreed

that the Company will not use more than two (2) of these temporary employees as deckhands on any single shift, and not more than two (2) on any regular conveyor crew. These temporary employees are excluded from regular Company fringe benefit programs and Union membership.

I. In the event of openings for classifications within the Company, the Company will endeavor to select employees from within the ranks of the company provided it determines that such employees have the requisite skills and ability.

Such openings will be posted on the bulletin board located in the main office at New Martinsville, West Virginia and with the steward for seven (7) calendar days, but this job may be filled at any time during the posting. The job may be temporarily filled by a qualified employee until a permanent assignment is made. An employee awarded a posted vacancy may not bid on another job for at least six (6) months from the date of the award. If in the opinion of the Company and Union no one is qualified for such job opening, the Company will hire from the outside. Employees qualifying for classifications shall be on a trial basis for the first thirty (30) days of actual work.

J. The Company will pay the difference between eight (8) straight time hours and Jury Duty pay provided property documents are certified by the court clerk and presented by the Company by the employee. If an employee who is summoned

for Jury Duty is not selected to serve, he/she shall report to work within a reasonable time period after being dismissed and remain on the job until the end of their respective shift.

## **ARTICLE VII**

### **WORK SCHEDULE**

Forty (40) hours shall constitute a week's work for all classifications in Article IV. A work week shall begin on Monday, 12:01AM and end Sunday 12:00 Midnight. Employees shall be permitted to take one-half (1/2) hour during their respective workday for lunch. Should the employees choose to take a half-hour (1/2) lunch, such time will be unpaid. An employee may, by their choice, work through the day and eat lunch when the opportunity arises. If employees are required to work more than twelve (12) continuous hours, a member of the crew will be permitted to leave the worksite to obtain meals for all employees. The employees shall be reimbursed up to seven dollars (\$7.00), with receipt, for a meal.

## **ARTICLE VIII**

### **SAFETY**

It is the Company's mission to provide leadership, direction and support in achieving a safe and healthy work environment. The Company will continue to promulgate rules and regulations that all employees will be bound to and provide

specific safety rules and regulations that will be applicable to specific tasks.

Willful violations of safety procedures and/or safety rules/regulations will be grounds for disciplinary action up to and including termination. The Company will supply, where required by job assignment, the property equipment including life jackets, hard hats, ear protection, and rain suits.

The company will provide safety glasses, including prescription safety glasses in accordance with Corporate policy. Employees will be entitled to a safety boot allowance pursuant to Corporate guidelines (currently \$150/year) as amended from time to time.

## **ARTICLE IX**

### **GROUP INSURANCE**

Effective April 1, 1995, the Company will maintain a group insurance plan for hourly employees. The Company, for the term of this contract, will provide access to benefit plans included in its Personal Choice Flexible Benefit programs for hourly employees of the Aggregates Company. Employees will contribute toward coverage for themselves and their eligible dependents on a pre-tax or after-tax basis in accordance with their Personal Choice elections. The cost to individual employees will vary according to these elections and will be consistent with other Aggregate's employees.

In the event an employee ceases work due to a layoff, his/her insurance coverage shall continue for the remainder of the month in which the employee was laid-off, plus two (2) additional months(except Sickness and Accident benefits, which will cancel the last day the employee is actively at work). The employee's contribution for their insurance will be paid by the Company and held in arrears until the employee returns to the payroll.

The Weekly Sickness and Accident benefit will be based upon the following:

Effective February 1, 2019, increase to \$375

Effective February 1, 2020, increase to \$400

Effective February 1, 2021, increase to \$425

The weekly benefit will commence on the eighth (8<sup>th</sup>) day of a non-occupational disability due to sickness, and with the first day of disability due to a non-occupational injury or hospitalization. Weekly benefits are payable for a maximum of twenty-six (26) weeks during any one period of disability. The number of weeks of eligibility will be based upon continuous employment with the Company as follows:

Continuous Employment

Maximum Benefit Payment

3 months but less than one (1) year

four (4) weeks

one (1) year but less than two (2) years

six (6) weeks

two (2) years but less than three (3) years

eight (8) weeks

three (3) years but less than five (5) years

thirteen (13) weeks

five (5) years or more

twenty-six (26) weeks

Successive periods of disability for which benefit payments have been made shall be added together to determine if the maximum benefit has been received. When the maximum benefit payments have been made, the employee may not receive any further payments for the same or any other disability until returning to active work for thirteen (13) consecutive weeks.

The parties agree that, during the life of the contract, either party may submit to the other, alternatives to the current pension plan and the current health and welfare plan. Based on such submissions, the parties may, by mutual agreement, meet to explore such alternatives.

**ARTICLE X**

**HOLIDAYS**

A. Active employees shall be granted eight (8) hours straight time pay at their base hourly rate for the following legal holidays:

New Years Day	Memorial Day
Good Friday	July Fourth
Labor Day	Thanksgiving Day
Day After Thanksgiving	Day Before Christmas
	Christmas Day

provided they work on their first scheduled work day before and their next scheduled work day after such holiday unless excused by supervision.

B. In addition to the eight hours pay described in (A) above, one and one-half the base hourly rate shall be paid for hours actually worked on the above named holidays.

C. An unworked holiday will be considered as time worked for overtime calculations.

## **ARTICLE XI**

### **ABSENCE DUE TO DEATH IN THE IMMEDIATE FAMILY**

When an employee is off work due to a death in the immediate family, the Company will pay the employee eight (8) hours per day at regular base rate for up to a total of three (3) scheduled work days beginning with the day after death to and including the day of the funeral with no payment to be made for any of the three (3) days which is Saturday and Sunday or paid holiday (except if the employee had been scheduled to work in which case payment will be made at straight time) or paid vacation, or occurs while the employee is not working such as layoff, leave of absence or absence because of illness or injury.

**“Immediate family”** for purpose of this clause is confined to the employee’s father, mother, wife, son, daughter, brother, sister, father-in-law, mother-in-law,

grandparents, grandchildren, sister-in-law, brother-in-law and step-children who lived in employee's residence.

## **ARTICLE XII**

### **VACATIONS**

A. Between the date of January 1 and January 31 of each year during the life of this Agreement, employees will notify management as to the dates they desire as vacation period. The Company will schedule vacations as requested by the employees unless it would interfere with the orderly operation of the Company. The vacation schedule will be determined according to seniority in each classification of workers and the employee with the longest seniority will have first preference. This schedule shall be made and returned to the employees no later than February 28 of each year. After an employee has received an approved vacation time period, such employee may not be required to change vacation preference, but may volunteer to do so.

If an employee begins a previously scheduled vacation and is called back to work, that employee will be paid eight (8) hours straight time plus eight (8) hour at time-and-one-half for each day worked, but will not be entitled to alternate vacation time off for such days worked.

If an employee is scheduled for vacation, but is requested to select another period prior to actually beginning such scheduled vacation the employee will receive eight hours straight time for each day worked (which had been previously scheduled as vacation) and no additional payment will be due the employee because of such change; however, the employee will schedule an alternate vacation period time off.

B. One week's vacation shall consist of seven (7) consecutive days. Vacation may, by mutual agreement, be taken one week at a time. Employees with two (2) or more weeks of vacation per year may use up to one (1) week – 5 days at any ratio to offset personal absence or illness with advanced notice and approval.

Vacation days will be paid at the straight time rate for nine (9) hours.

C. Holidays falling within the vacation period shall not be counted as vacation days and are in addition to vacation period.

D. If required by the urgency of its production schedules or by any other similar reason, and if the employee is agreeable to the proposal, the Company at its discretion may pay any employee's vacation allowance in case in lieu of time off with pay provided such payment shall be made not later than the last day previous to the vacation. Vacation pay shall be paid at start of vacation if the employee requests it.

E. An employee who resigns will be paid for any vacation time earned and not previously taken.

F. When an employee is away from work on vacation, such employee is not eligible for and the Company has no obligation to notify the employee of any casual overtime and/or Saturday-Sunday work that may occur.

Effective January 1, 2007, employees may take vacation time off as shown in the tables below during the applicable vacation year. Vacation is earned on a monthly basis as shown in the tables. Eligible vacation can be borrowed by employees prior to being earned.

New hires will earn vacation time off during the year employed in accordance with the table below. In order to receive credit for a month, the new hire must be employed by the 1<sup>st</sup> workday of the month.

<b>Hired by the 1<sup>st</sup> Workday of the Month</b>	<b>Vacation Earned Per Month</b>	<b>Maximum Vacation Per Year</b>
January 1 – December 1 of the year in which employment begins	3.75 hours	45 hours

For current employees, the vacation period is on a calendar year basis January 1 through December 31 each year. Vacation is earned each month based on service requirements and the applicable schedule shown below.

Vacation is capped at the maximums shown in the tables. This means an employee cannot earn or retain more than 45, 90, 135, or 180 hours vacation per year, as applicable, at any one time. Vacation will be rounded up to the next whole day.

<b>Continuous Service Requirements</b>	<b>Vacation Earned Per Month</b>	<b>Maximum Vacation Per Year</b>
The year after the year in which employment begins	3.75 hours	45 hours
The year in which 3 years of service will be obtained	7.5 hours	90 hours
The year in which 10 years of service will be obtained	11.25 hours	135 hours
The year in which 20 years of service will be obtained	15.00 hours	180 hours

An employee who is on temporary layoff will be credited with earned vacation as if he/she were working. Any employee who is permanently laid off will be paid for all vacation due at the time of lay off.

The above payments shall be computed at the employee's then current straight-time hourly rate exclusive of any premium time. Compensation shall be considered as time worked for vacation eligible purposes.

Any unused, earned vacation remaining in the current vacation year will be paid in a lump-sum payment to active employees, prior to December 31 of that year.

The current vacation year is defined as the year in which the employee will "take" vacation.

An employee who separates from the Company will receive a lump-sum payment for all earned, but unused vacation. In the event of the death of the employee, earned but unused vacation at the date of death plus vacation that would have been earned for the remainder of that year will be paid to the employee's estate in a lump-sum payment.

Vacation that has been borrowed (taken before it is earned) is considered a **pay advance**. Except in the case of permanent layoff, or in the event of the death of the employee, the value of used by “unearned” vacation days will be deducted from the employee’s final paycheck.

### **ARTICLE XIII**

#### **SETTLEMENT OF DISPUTES**

There shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the Company and the Union on the subject matter or on the application of this Agreement. If the difference of opinion or dispute cannot be promptly resolved by the aggrieved employee and the immediate supervisor, then the difference of opinion or dispute shall, within seven (7) working days, be reduced to writing and referred to the Foreperson and the Steward for resolution. The Foreperson will provide a written response to the Union within ten (10) days of the meeting. If this procedure fails to bring about a prompt adjustment of the grievance, the same shall, within five (5) working days, be referred to an official of the Company and a representative of the Union for resolution.

The Company will provide a written response to the Union within ten (10) days of the meeting. If this procedure fails to bring about a prompt adjustment of the

grievance, the same shall, within five (5) working days be referred to arbitration. Any difference of opinion or dispute not brought to the Company within five (5) working days will not be subject to this grievance procedure.

The Arbitrator shall be selected by mutual agreement from a panel of five (5) names requested from the Federal Mediation and Conciliation Service. Should the panel of Arbitrators not be acceptable to either party, an additional panel of five (5) names shall be requested from the Federal Mediation and Conciliation Service.

The decision of the Arbitrator shall be final and binding upon both parties.

It is expressly agreed that the power and authority of the Arbitrator: (a) shall be limited in each case to the resolution of the questions submitted to him; (b) shall not extend in any case to addition to, subtracting from, or modifying any of the terms of this Agreement, including but not limited to the wage scales or wage classification established herein.

The fees and expenses of the Arbitrator shall be paid one-half (1/2) by the Company and one-half (1/2) by the Union, but all other expenses shall be borne by the party incurring them.

## **ARTICLE XIV**

### **REPRESENTATION**

A. The Local shall appoint a steward on each job whose duties shall be to ascertain the standing of the employees, but such duties shall in no way conflict with duties to the Company. Before discharging the steward, the Company shall in every case take up the matter with the officers of the Local.

B. All operations of the Company, as specified under the “recognition” clause of this Agreement, shall be covered by this Agreement for the classification of the employees named herein: Provided that operation or location is within the jurisdiction area of Local 132.

## **ARTICLE XV**

### **TRANSPORTATION TO HOME PORT**

The Company hereby agrees that when a towboat shall dock at a port other than its home port at the end of a work week, transportation will be made available to the employees for return to the home port. The mode of transportation is to be at the option of the Company.

## **ARTICLE XVI**

### **SENIORITY**

A. Seniority is defined as the length of service with the Company. The roster is considered by all parties to be final and correct and such roster will be revised annually as necessary to reflect each employee's standing.

B. When the Company gives notice of an indefinite layoff or job elimination, seniority shall govern provided the employees affected have the requisite skills and abilities to perform the necessary work. Senior employees who are designated for layoff and/or job elimination shall be permitted to bump employees with less seniority provided the senior employee has the skills and abilities to perform the work required.

C. When the Company gives notice of a seasonal layoff, seniority shall govern provided the affected employees have the requisite skills and abilities to perform the necessary work. At the time of seasonal layoff, senior employees may volunteer to be laid-off for the duration of the layoff period. If the lay off period exceeds sixty (60) days, management will review the anticipated startup date for recall purposes.

D. When employees are placed in standby status because no work is available due to temporary shutdown caused by breakdown, high water, extreme weather (not an indefinite or seasonal lay off), the Company may, without regard to seniority,

retain on the workforce any employee who having begun work on a specific assignment for a period of three (3) calendar days. In the event such temporary shutdown extends beyond three (3) calendar days, the Company will replace the less senior employees with those with longer service, provided they are comparable skill and ability as the less senior employees.

E. When being recalled from a layoff (either seasonal or indefinite) seniority shall govern provided the employee has the requisite skills and ability to perform the work. Employees shall have the option, if qualified, to be recalled to any classification being recalled in accordance with seniority. When the employee's regular classification becomes available, they shall be recalled to such in accordance with seniority or moved to their classification if already working. It is the responsibility of the employee to ensure the Company has their current address and telephone number.

F. An employee shall cease to have seniority and be on any seniority list if:

- (a) He quits
- (b) He is discharged for just cause
- (c) He is absent for three days without cause and/or fails to notify the Company of such cause.
- (d) He does not return to work or notify the Company within three (3) workdays after is recalled to work.

(e) He has not been an active working employee for twelve (12) months.

## **ARTICLE XVII**

### **NO STRIKE/NO LOCKOUT**

The Union and the Company agree that there shall be no strikes, work stoppage, sympathy strike, lockout or any legal proceedings, without first using all possible means as provided for in this Agreement, for the settlement of any controversy that may arise.

## **ARTICLE XVIII**

### **PENSIONS**

Addendum \_\_\_\_\_ of the Martin Marietta Aggregates Pension Plan for Hourly Employees as Amended and Restated January 1, 1989, is made part of this Article XVI and incorporated herein by reference. Effective February 1, 2007, the pension level payable to retiring employees shall be \$17 per month for each year of credited service under the plan.

Effective April 1, 1998, all active employees are eligible to participate in the Martin Marietta Material, Inc. Savings and Investment Plan for Hourly Employees (SIP1).

## **ARTICLE XIX**

### **DURATION OF AGREEMENT**

THIS AGREEMENT shall take effect as of February 1, 2019, unless otherwise specified and continue in full force and effect until January 31, 2022.

## **ARTICLE XX**

### **AGREEMENT PROVISION**

In the event any provision of this Agreement is held to be in conflict with any state or federal law applicable hereto, the parties shall not be bound by the provision affected by such law, but all other provision of this Agreement shall continue in full force and effect.