

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GENEVA ROCK PRODUCTS, INC.
READY MIXED CONCRETE
SAND AND GRAVEL PRODUCTS
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 222



FOR THE PERIOD
JULY 1, 2021 – JUNE 30, 2024

GENEVA ROCK PRODUCTS, INC.
READY MIXED CONCRETE
SAND AND GRAVEL PRODUCTS AGREEMENT
And
TEAMSTERS LOCAL UNION NO. 222

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For the Period July 1, 2021 to June 30, 2024

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SAND AND GRAVEL PRODUCTS AGREEMENT

July 1, 2021 through June 30, 2024

THIS AGREEMENT is made and entered into this 1st day of July 2021 by and between GENEVA ROCK PRODUCTS, INCORPORATED hereinafter referred to as "EMPLOYER" and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA LOCAL NO. 222, hereinafter referred to as the "UNION".

ARTICLE 1: PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto to set forth herein the Agreement covering rates of pay, hours of work, and other terms and conditions of employment to be observed between the parties hereto.

ARTICLE 2: RECOGNITION

The employer recognizes the Union as the exclusive collective bargaining agency for all employees of the Employer working at its permanent sand and gravel, ready-mix concrete, and concrete products plants within the geographical jurisdiction of the Union under classifications outlined herein and over which classifications the Union has jurisdiction.

ARTICLE 3: MANAGEMENT RIGHTS

Except as specifically modified, delegated or granted in this Agreement, the Employer retains the exclusive right to manage the business of the Company and the direction of the working force to determine the policies affecting the selection and/or training of any employee; to select and assign such duties as it deems appropriate to supervisory employees excluded from this Agreement. Among those exclusive rights of the Company, but not limited thereto, is management's right to operate and manage or close down the operation or any portion thereof; to direct the working force; to hire, schedule, promote, transfer, lay off and discharge employees; to maintain efficiency of employees; to establish and enforce work regulations and rules of conduct of employees; to determine the type of services to be performed. Such matters are the responsibilities and prerogative of the Company, along with all other rights that have traditionally belonged to the Company, except as specifically limited, modified or delegated by the terms of this Agreement.

ARTICLE 4: EMPLOYMENT PROCEDURE

A. The Employer and the Union shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). Furthermore, the Employer and the Union will not discriminate against any person with regard to employment or union membership because of race, religion, color, sex (including pregnancy and pregnancy-related medical conditions), age (over 40), disability, national origin, ancestry, gender identity, sexual orientation, military status, genetic information, or any other characteristic or expression recognized under applicable state or federal law and hereby declare their acceptance and support of existing laws. The Employer and the Union agree to comply with the Family Medical Leave Act

(FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended. Any reference to gender in this contract is intended to refer all employees.

- B.** This shall apply to hiring, placement, training, during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to Union Membership. The Employer agrees to give consideration to qualified applicants referred by the Union.
- C.** The use of gender specific pronouns throughout this Agreement is for ease of reference only and shall not be construed by the Union, Company, or any employee as evidence of any intent by, or pattern of, any party to discriminate against any person on the basis of gender or any other choice of identity.

ARTICLE 5: DISCHARGE

- A.** The Employer reserves the right to suspend or discharge any employee if his or her work is not satisfactory, provided however that the Employer shall not suspend or discharge an employee without just cause, and shall give at least one (1) prior written notice to such employee within the preceding twelve (12) month period. Such written warning notice must be issued within thirty (30) days of the first knowledge of the violation to be considered valid. Company, at its discretion, may issue a documented verbal warning prior to issuing a written notice. All warning letters shall be considered automatically protested and not be subject to the grievance procedure unless such warning letter is relied upon to support a suspension or discharge. A copy of the notice shall be furnished to the employee and to the Union, and will include the type of discipline being issued. Electronic transmission of notice shall be acceptable. No warning notice need be given to an employee before he or she is suspended or discharged if the cause of such suspension or discharge is dishonesty; drunkenness; use, possession, sale, or being under the influence of alcohol, marijuana, illegal drugs or controlled substances for which the employee does not have a prescription, at work; significant or willful lack of due care in the operation of equipment; threats of violence followed by an immediate show of force; or assault on a supervisor, employee, or customer. Additionally, no prior warning notice is necessary where an employee fails to disclose and procure proper approval for use of any prescription medication that requires disclosure and medical examiner clearance under 49 CFR &391.41(b) of the FMCSA regulations. The Company may introduce as evidence to support further discipline a serious accident that occurred within the previous eighteen (18) months.
- B.** Employer may suspend an employee up to 3 days immediately following an accident in order to provide time to investigate the accident and determine the employee's fitness to return to work. If the employee is determined to be not at fault, the employee will be paid for the time of their suspension.
- C.** A driver who loses his/her driving privileges will not be discharged, but may be suspended until such time as his driving record is cleared, and his Employer's insurance carrier will again provide coverage for him. If such suspension continues for over two (2) years, the

employee is discharged. While on suspension, employees will not be entitled to holiday pay, vacation pay, or bereavement leave.

- D. Two (2) consecutive working days unreported absence, or unauthorized leave, may be deemed a “voluntary quit.”
- E. Tardiness and/or absenteeism will result in discipline.

ARTICLE 6: PLANTS ERECTED AT OR NEAR CONSTRUCTION SITES

- A. Whenever special plants are erected or pits are opened on, or near, construction projects for the purpose of supplying rock, sand or gravel products or ready mix concrete to said construction job, any wages of a project labor agreement shall be paid and apply to all employees instead of the wages set forth herein. The rates for pension and health and welfare benefits set forth herein will apply. If one of the plants as set forth in this paragraph is operating as a commercial plant during the course of or after termination of said job, then the project agreement rates shall not apply to the commercial operation and the rates set forth in this contract shall apply.
- B. The Individual Employer shall assign work on the basis of traditional work jurisdictional lines. It is, however, recognized that on some jobs effective production will require the use of composite crews. When such circumstances exist, the Employer shall, at a pre-job conference, discuss the work involved and the make-up of the crews on the basis of the amount of work involved for each Union. In the performance of such work, all employees will perform the work they are assigned.
- C. The Employer and the Union, by mutual written agreement, may amend Article 6 and Article 15 on a job by job basis.

ARTICLE 7: CLASSIFICATIONS AND WAGES

Classification	7/1/21	7/1/22	7/1/23
1. Dump truck with two (2) Pup Trailers, Tractor with two (2) Trailers, Bulk Cement Truck, Transport Truck, Water Pull, or Haul Trucks (50 ton & larger)	\$28.52	\$	
1. Ready Mix Truck	\$28.52	\$	
1. Dump Truck with Pup Trailer Tractor with one (1) Trailer, Super Dump Truck, or Live Bottom Truck	\$28.23	\$	
1. Dump Truck or Water (single unit)	\$28.13	\$	
1. Truck Jack Hammer Person, or Tire Person	\$28.03	\$	
1. Scale Person	\$20.84	\$	

1. Asphalt Plant Scale Person	\$22.34	\$	
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Table below indicates the total increase for the following years to be allocated among Wages, Health & Welfare, and Pension.

	2021	2022	2023
Total Increase	\$1.50*	\$1.35	\$1.35

*2021 Total Increase goes to wage

The table below indicates the total amounts for the benefits indicated.

Benefit	July 1, 2021	July 1, 2022	July 1, 2023
Retirees Health & Welfare	\$0.91	TBD	TBD
Health & Welfare	\$6.95	TBD	TBD
Pension	\$6.20	TBD	TBD

- A. Employer may use personnel other than designated scale persons for loads where a regular scale person is not justified. If Employer determines that a full time regular scale person at the Pelican Point location is necessary, it shall become part of the bargaining unit.
- B. All newly hired employees, depending on experience and qualifications, may receive eighty-five percent (85%) of the wages in the above classifications for the first 1000 hours worked. After that time, they will be paid at the full wage scale shown in this Article.
- C. Whenever an employee works in a classification during a particular day, he shall be paid at the rate of the highest classification for that particular day. However, when an employee works in the same classification for the day but works on projects that pay different rates for that classification he will be paid the appropriate rate for the hours worked on each project.
- D. The Employer and the Union, by mutual written agreement, may amend this Article and any benefits on a job by job basis.
- E. Employees who are called out to report to work between 3:00 P.M. and before 12:00 A.M. on any given day will be paid an additional eighty-five cents (\$0.85) per hour for all hours worked as a shift differential.

ARTICLE 8: NEW TYPES OF EQUIPMENT

Whenever new types of equipment not covered by the classifications herein are put into use, then in that event, negotiations will be entered into by the parties hereto, to establish classifications and rates of pay on such equipment.

ARTICLE 9: HOURS AND OVERTIME

- A.** All work performed on Sundays or over forty (40) hours in a regular established work week, or after ten (10) hours in a regular established work day, Monday through Saturday, shall be paid at one and one-half (1-1/2) times the regular straight time rate, except Sunday is not overtime when the Rolling Four (4) by Ten (10) work week is used. All work performed on Holidays shall be paid at two (2) times the regular straight time hourly rate of pay.
- B.** It shall be the practice that when overtime is to be worked, the regular employee operating the particular type of equipment, or regularly performing the particular kind of work, shall be given the first opportunity to be employed for such overtime work. Scale persons will be given the first opportunity for overtime work at the scale they bid.
- C.** Sections C & D pertain only to rolling four (4) ten (10) hour shift operation:
To the extent permitted by law, the Employer may utilize a rolling four (4) ten (10) hour shift operation. Under this operation, the day shift work force is organized into two (2) teams. The "A" team works four (4) consecutive ten (10) hour days. On the fifth (5th) day, the "B" team continues the work activities for four (4) consecutive ten (10) hour days. On the ninth (9th) day, the "A" team returns to work to continue the construction activities. The four (4) day alternating "A" and "B" team operation can continue on a year-round basis. The same pattern applies for a second (2nd) shift. If two (2) shifts are established, they shall be consecutive. Ten (10) consecutive hours, (exclusive of meal period) shall constitute a day's work. The workday for each Employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the Employee's shift and ends with the regular starting time of the Employee's shift the following day. In this shift arrangement, the day shift shall be worked between the hours of 5:00 a.m. and 6:00 p.m., as described above. All work performed on Holidays shall be paid at two (2) times the basic straight time hourly wage rate. Overtime shall be paid as provided in this Agreement, except that overtime shall be paid for all work performed over ten (10) hours in a regular established work day or over forty (40) hours in a regular established work week.
- D.** Ready-mix and bulk cement drivers are exempt from the rolling four (4) ten provision except at plants erected at or near construction sites.
- E.** Senior Employees will not be forced to work weekends or holidays when junior employees are available.

ARTICLE 10: SENIORITY

- A.** The principle of Seniority shall apply to all employees within this bargaining unit covered by this contract in making layoffs and rehiring, provided the employee has, in the opinion of management, the sufficient knowledge, training, skill, and ability to perform the available work. Those employees laid off shall be re-employed in the reverse order of their layoff prior to the Employer employing any other individual for that classification.

- B.** The employer shall post electronically a list of employees within the bargaining unit covered by this contract denoting their seniority standing. A copy of the most recent seniority list shall be furnished to the Union upon demand.
- C.** The principal of seniority shall not apply for the first sixty (60) working days of employment doing bargaining unit work during which time an employee may be discharged without cause and without recourse to the grievance procedure. Thereafter shall date back to the original date of employment.
- D.** An employee's seniority continuity shall not be broken because of a short term temporary layoff where lack of business is the cause. A leave of absence under Article 18 shall not be considered a break in continuous service.
- E.** An employee shall lose his/her seniority status and his/her name shall be removed from the seniority list under any of the following conditions:

 - 1. If he or she quits or resigns.
 - 2. If he or she is discharged for just cause.
 - 3. If he or she is laid off and does not respond to a recall within seven (7) calendar days.
 - 4. If he or she is laid off and such layoff continues for a period in excess of two (2) years.
 - 5. A break in work in excess of twenty four (24) consecutive months due to an off the job sickness or injury.
- F.** Drivers will be called out to work on a daily basis according to seniority except that when a different type of truck assigned to the senior driver is required to perform the work scheduled. For example if a dump truck as opposed to a dump truck and pup or super dump truck.
- G.** Drivers and Scale Persons have the option to work on Saturday, Sunday or holidays according to their seniority. The senior Driver or Scale Person will not be forced to work if there are junior Drivers or Scale Persons who are available to work on these days. In assigning work on Saturdays, Sundays and holidays, the Employer shall take volunteers for the available work. Then force the employees to work based on inverse order, the least senior employees to the most senior.
- H.** Seniority will apply to assignment of equipment when experience, qualifications and care of past equipment assignments are equal.
- I.** Company employees will start work before hourly Owner Operators on daily work assignments and will not be sent home before hourly Owner Operators on the same worksite doing the same type of work when location and suitability of equipment is equal.
- J.** Owner-Operators will not acquire Seniority under this agreement when they become employees and are carried on the payroll.

K. Seniority will be divided into four (4) categories:

1. Company Master Seniority includes all drivers covered under this contract. This seniority can be used to move to another location only when a location is permanently closed down.
2. Location Seniority within the Company Master Seniority includes all drivers that work in a particular Location. The Locations are (1) Summit/Wasatch, (2) Utah, (3) Salt Lake, (4) Carbon/Emery, (5) Box Elder/Davis/Weber, (6) Tooele, and (7) Cache. Employees under this Agreement, upon completion of three (3) years of service, will be able to transfer to any Location if there is a permanent vacancy or if the Company is hiring additional employees, but will not carry over their Location seniority.
3. Plant Seniority is within each Location: Salt Lake County includes the following five concrete plants, (1) 39th South, (2) Downtown, (3) Point of Mountain, (4) West Valley, and (5) Black Rock. Cache County includes the Logan concrete plant. Box Elder/Davis/Weber County includes the following three concrete plants: (1) Layton, (2) Ogden, and (3) Perry. Utah County includes the following four concrete plants: (1) Orem, (2) Payson, (3) Pelican Point and (4) Springville. Carbon and Emery County includes all Concrete Mixer Drivers at the concrete plant in Helper. Tooele County includes the Tooele concrete plant.
4. Type of Equipment Seniority includes all drivers that drive the same type of equipment at a particular Location. The four types of equipment are (1) Dump with or without pups and Water Trucks, Super Dump Truck, Live Bottom Truck, Haul Truck or Water Pull. (2) Belly Dump and Transport Trucks, (3) Concrete Mixer Trucks, and (4) Pit Located Haul Truck and Water Pull. If a type of equipment is eliminated from a Plant, then Location Seniority may be used to move to another Plant within the Location. –

L. A concrete plant may not necessarily be bid by February 1st of each year as a Primary Plant, (for purposes of this Agreement, Primary refers to having mixer trucks stationed at the plant) but may be opened as a Primary Plant later in the year as needed. If that should occur, concrete mixer drivers in that particular County Location Seniority may bid to that plant. If a plant is shut down for a scheduled or planned closure, then an employee may use his/her Type of Equipment Seniority to bid into another Plant within their Location until his home plant is reopened. When an unplanned or unscheduled plant shut down occurs, plant seniority will remain in place. The affected employees will report to their home plant for their assigned equipment and be dispatched as needed to an alternate plant and loaded according to plant seniority. On Saturdays, Sundays, and holidays, Article 10 (G) shall apply. The Employer and the Union, by mutual written agreement, may amend this paragraph.

M. By February 1st of each year, drivers may bid within their Location Seniority to a Type of Equipment and for Salt Lake, Box Elder/Davis/Weber, Utah, Tooele and Cache counties, Concrete Mixer drivers to a particular Plant. The bids will take effect as soon thereafter as practical in the opinion of the Company, but no later than the first Monday of March of each year and their seniority will be with that type of equipment and/or for that Plant for a period of at least one year.

- N. Bottom of the List (“BOL”), allows a ready mix driver to reverse his or her seniority for the time he or she is on BOL. The option for BOL will be available year round and will be granted when business needs allow. The employee must provide dispatch notice to either go on or come off BOL by the end of day Wednesday, to be effective the following Monday, and he or she must remain on the list for a minimum of a two (2) week period from March through November, or on the list for a minimum of one (1) week period December Through February. While on BOL the employee will forgo both call-in and end of day seniority. The employees that use BOL and are subsequently called will be required to report to work.
- O. Scale seniority includes employees that work as scale persons employed by Geneva Rock Products and they shall have separate seniority. Location seniority includes all Scale Persons that work in a particular Location. Central Location includes Salt Lake, Utah and Tooele Counties. Northern Location includes Box Elder, Cache, Weber, Morgan and Davis Counties.
- P. By February 1st of each year scale persons will bid to a particular scale. The bids will take effect not later than the first Monday of March. As scales are permanently closed or closed for a minimum of 30 days, employees affected will be allowed to bid for available scales by seniority. Should business require two (2) shifts, one shift shall normally be eight (8) hours and the senior scale person at that location shall have the option to work the shift of their choice for that year.
- Q. The Company will establish and maintain a bench of bargaining unit employees from the construction division to cover vacancies or additional work occurring in the Pit Located Haul Truck and Water Pull positions. The bench at all times will be at least 25% of the bid jobs. Vacancies or additional work will be offered by seniority and will be forced by inverse seniority when using employees from the bench.

ARTICLE 11: REPORTING TIME

- A. Employees shall be called to work each day according to their seniority standing within the bargaining unit covered by this contract. There shall be a six (6) minute grace period before an employee is considered late. The Employer will reasonably recognize the principle of seniority throughout the day for the available work. The employees’ time will start and stop at the place, job site or yard, where the employee is directed by the Employer to report. Any employee may volunteer to work outside their bid Location, as needed. Volunteer employees will not have seniority within the other Location. Upon return to their home seniority Location, volunteer employees will regain their Location seniority. On Saturdays, Sundays, and holidays, Article 10 (G) shall apply. Ready-mix employees who report to work outside of their bid Location will be allowed to punch in at their bid Location and drive the Company’s equipment to the reporting Location. The Employer will call out employees by inverse seniority if there are insufficient number of volunteers.
- B. An employee who does not have a set schedule for reporting time shall be given not less than one (1) hour fifteen (15) minutes notice before reporting for work. In order that the Employer may properly notify the employee to report for work under the terms of this subsection of Article 11, it shall be a condition of employment that an employee shall

maintain a phone in compliance with the Company Mobile Phone Policy where he/she may be called for work. A twenty-five (\$25.00) reimbursement per month for the term of this contract will be in effect. When placing telephone calls for employees to report to work, and/or calling employees to stop them from reporting to work, the same one (1) hour fifteen (15) minute notification will apply. When an Employee has been notified of a specific call out time to report for the day, the Employer may change this call out time twice in a 24 hour period. Any subsequent changes to a call out time after the second change will result in the employee being paid one (1) additional hour of pay. The Employer shall keep a proper record in log form showing the date the employee was called and the hour of the day. Employer is required to call employee by 10:00 a.m. to give a call-out time for that day and each employee must promptly respond to the call. Where call out recorders are in operation employees are required to get their call out times and report to work as assigned.

- C. The Union and the Employer may by mutual agreement amend the call out procedure. When an employee is ordered to report for work and he or she reports as required but no work is provided, he or she shall receive two (2) hours pay at his/her regular rate of pay. Anytime an employee reports for work and work is provided he/she shall receive four (4) hours pay at the rate herein provided. After four (4) hours, an employee will receive pay for the hours actually worked.
- D. Effective with the February 2022 Plant bid, or earlier if possible, Concrete Mixer Truck drivers will not be required to work more than 60 hours a week but may volunteer to do so. Drivers volunteering to work on their scheduled day off will maintain their seniority for accepting work at the end of the shift. Employees, if needed, will be required to finish their shift on the day they volunteer.
- E. The Employer may, but is not required to, call out a construction trucking employee who has less than four (4) hours on a sixty (60) hour work week, or eight (8) hours on a seventy (70) hour work week remaining under DOT regulations.
- F. Drivers may be assigned normal yard or plant duties to finish required hours.
- G. Call outs for the following day will be done no later than 5:45 PM. The employer will provide early notification of early call out at the time the Employer has knowledge of the work available. The Employer will make every effort to minimize interruptions to an employee's off duty time.
- H. Employees working in a modified work assignment do not need to be called to work by their normal seniority. This includes but is not limited to employees in a modified work assignment due to FMLA, ADA or light duty.
- I. Drivers will be required to assist a tire person, vendor or mechanic with the replacement or changing of the tires on the equipment they are assigned.

ARTICLE 12: VACATION

- A. A regular full time employee will earn one week vacation including the Saturday and Sunday before and after scheduled vacation after one year continuous service to be taken after the first anniversary date but before the end of the calendar year.
- B. Two weeks vacation including the Saturday and Sunday before and after will be earned by the employee after two years continuous service. The first week may be taken any time during the calendar year of the second anniversary but the second week cannot be taken until after the second anniversary of employment.
- C. The employee will then earn three weeks vacation including the Saturday and Sunday before and after, after eight years continuous service. The first two weeks may be taken any time during the calendar year of the eighth anniversary but the third week must be taken after the eighth anniversary of employment.
- D. Four weeks vacation including the Saturday and Sunday before and after will be earned by the employee after eighteen years continuous service. The first three weeks may be taken any time during the calendar year of the eighteenth anniversary but the fourth week must be taken after the eighteenth anniversary of employment.
- E. Five weeks vacation including the Saturday and Sunday before and after will be earned by the employee after twenty-eighth (28) years continuous service. The first four weeks may be taken any time during the calendar year of the twenty-eighth (28) anniversary but the fifth week must be taken after the twenty-eighth (28) anniversary of employment.
- F. All employees' vacation will be earned and accrued according to the anniversary date of employment. However, for ease of accounting after the first year of employment vacation will be accounted for on a calendar year basis.
- G. The time of the year vacation is to be taken shall be arranged in advance by mutual agreement between the employee and the company. The company may limit the number of employees off on vacation at any one time. Only one week of vacation will normally be allowed during the busy season June through October. Available vacation times will be granted in accordance with seniority for employees who make requests before March 1st each year. After March 1st of each year vacation will be granted on a first come first serve basis. Vacation pay may be paid prior to taking the vacation at the request of the employee.
- H. An employee with earned vacation may take one week of vacation in one day increments with advance permission of the supervisor. An employee with three weeks of earned vacation may take two weeks of vacation in one day increments with advance permission of supervisor. If employee requests a paid vacation day for Friday and it is approved they will be scheduled off on Saturday and Sunday if requested by employee.
- I. Vacation shall be based on a forty (40) hour week at the basic rate in effect at the time the vacation is taken. Vacation pay will be prorated in the event of absence from the availability of active employment for periods of one month or longer. However, an employee will not be eligible for vacation pay unless he or she works at least 500 hours in his or her vacation year.

- J. A terminated employee, who has worked at least 500 hours past their anniversary date, will be paid any fully earned, but unused vacation at termination. Upon retirement employee will be paid for earned but unused vacation and will not be required to work 500 hours past their anniversary date. An employee who has had at least a two week lay-off or a two week vacation during the year may request vacation pay in lieu of time off. Any unpaid vacation will be paid at year end lay-off.
- K. Employees may roll over one week (forty hours) of paid vacation to the following year or may cash out at their discretion. There must be actual unpaid time available.

ARTICLE 13: DAYS OFF

- A. If employees other than Concrete Mixer Drivers are required to take a day off each week, the Employer shall maintain same day off each week for each employee. The day off will be effective March 1st through December 1st each year. Seniority will be recognized by the Employer in this selection. The employee will not be required to work on their scheduled day off, however, they may volunteer to be available. For the purpose of this subsection only, Saturday will be considered part of the workweek for selection of scheduled days off.
- B. Concrete Mixer Truck Drivers may be required to take a fixed scheduled day off Monday-Saturday beginning the first Monday in March to the first Monday of December. Scheduled day off will be bid annually by seniority in conjunction with and following the Plant Bid in Article 10, Section M. The Company will not require a Concrete Mixer Truck Driver to work on their scheduled day off. For the purpose of this subsection only, Saturday will be considered part of the workweek for selection of scheduled days off. Saturday selection for days off will be done by Location seniority.
- C. When the Employer does not require a fixed scheduled day off, employees may volunteer to take a scheduled day off each week by February 1st of each year. If a sufficient number of employees have volunteered, and Employer is able to meet business needs, a volunteered scheduled day off may be implemented at a particular plant or location. Seniority will be recognized by the Employer in this selection. The approved scheduled day off will become effective the first Monday of March. The employee will not be required to work on their scheduled day off, however they may choose to be available. The day off will be effective March 1st through December 1st each year.
- D. Employees may volunteer to work on their scheduled day off under the following conditions: (1) volunteers must personally alert dispatch of their desire to work by 12:00 p.m. the prior day, (2) volunteers will not have seniority over those scheduled to work that day except that once an employee has reported to work their normal seniority shall apply for work at the end of the shift. Employees, if needed, will be required to finish their shift on the day they volunteer.
- E. All requests for extra days off, once vacation time is scheduled or exhausted, should be made one (1) week in advance of the day/days off request of the employee, and the Employer shall

respond within three (3) days of a request of an employee. The Employer's plant manager shall respond to all requests for extra days off.

ARTICLE 14: LUNCH PERIOD

- A. A lunch period may be given to all employees. When business requirements do not permit a lunch period, employees will be paid from their starting time to their quitting time each day. The Employer can only require a lunch period to be taken between the fourth and sixth hours. Lunch breaks will not exceed thirty (30) minutes.

- B. If business allows and dispatch is notified, drivers will be allowed to make a quick stop on the road.

ARTICLE 15: SUBSISTENCE

Employees who are required to report to work more than 60 miles beyond their usual reporting location will be given \$65 per day as subsistence, and employees who are required to report to work more than 90 miles beyond their usual reporting location will be given \$90 per day as subsistence, or the Employer may elect to provide board and room. In these locations the Employer may elect to hire some local employees. If existing employees wish to go to these areas they will be given the priority to go, however, subsistence will only be paid when the Employer requires its employees to report for work in these locations. The Employer and the Union, by mutual written agreement, may amend this Article on a job by job basis.

ARTICLE 16: WASHING TRUCKS

- A. All drivers shall be required to wash the equipment they drive. Drivers may be assigned normal yard or plant duties and shall receive their regular drivers' rate of pay for such work performed unless on modified work assignment. Any employee shall receive pay hereunder only for the hours actually worked if he elects to leave the yard.

- B. Employer shall furnish protective clothing, rubber gloves, rubber boots, safety glasses, and buckets when employee washes their truck.

ARTICLE 17: PAID HOLIDAYS

- A. Eligible Employees are paid 8 hours of holiday pay for the following: New Year's Day, Memorial Day, 4th of July, 24th of July, Labor Day, Thanksgiving Day, and Christmas Day.

- B. In addition to eight (8) hours holiday pay mentioned in above section A, when work is performed on the above holidays it shall be paid for at two (2) times the basic rate of pay. When a holiday falls on Sunday, the following Monday will be observed. In any week in which a holiday occurs, and is not worked, employees shall receive eight (8) hours pay in addition to all other earnings for that week.

- C. To be eligible for holiday pay an employee must have been employed by the Company for at least thirty (30) days, and he must also have performed some work during the pay period or the following pay period in which the holiday falls. If a holiday falls during the week in

which an employee is on vacation, he will be entitled to his vacation pay plus the paid holiday pay. Holiday hours will be counted in computing overtime when the Holiday falls on an employees scheduled work day.

ARTICLE 18: LEAVE OF ABSENCE

- A. A leave of absence not to exceed nine (9) months will be granted to an employee without pay for a reasonable purpose upon written request of the employee and written approval of the Company.
- B. A leave of absence shall not jeopardize an employee's seniority standing. Lack of work shall constitute a reasonable purpose for leave of absence.
- C. A union member elected or appointed to serve as a union official shall be granted a leave of absence during the period of such employment without discrimination or loss of seniority rights.

ARTICLE 19: DRUG TESTING POLICY

- A. A healthy and productive work force, safe working conditions free from the effects of drugs and alcohol, and maintenance of the quality of products produced and services rendered in this state, are important to employers, employees, and the general public. The abuse of drugs and alcohol creates a variety of work place problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, increased work place theft, decreased employee morale, decreased productivity, and a decline in the quality of products and services.
- B. Consequently, the use or possession of alcohol, marijuana or illegal drugs by employees while on duty or on the Employer's property, is prohibited. Employees must not report for duty under the influence of alcohol, marijuana or any illegal drug. For purposes of this policy, the term "illegal drug" is defined according to Utah law (Utah Code Section 34-38-2 (1) and (2)) and includes intoxicants and narcotics, marijuana, or any other controlled substance. The term "illegal drugs" does not include any medication which has been lawfully prescribed for an employee by his or her physician and taken as directed.
- C. The Union fully supports the Company's substance abuse prevention and testing program as published under applicable state and federal laws and regulations which the Company has the full right to administer and enforce. The Union reserves the right to file a grievance in an individual or et al case upon a reasonable showing that the Employer's enforcement was without justification or was discriminatory.
- D. If the Employer requests that any employee take a physical examination to prove fitness for duty, following an on-the-job-injury, the Employer must bear the cost of said evaluation.

ARTICLE 20: BUSINESS REPRESENTATIVE

The Business Representative or other duly authorized representative of the Union, Local #222, who may desire to visit the operation of the Employer, shall before entering said operations, notify the Company Office, and shall not interfere with production or work of the employees.

ARTICLE 21: STEWARDS

- A.** The Employer recognizes the right of the Local Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:
- 1.** The investigation and presentation of grievances with his Employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement.
 - 1.** The collection of dues when authorized by appropriate Local Union action.
 - 1.** The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such message 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.
- B.** 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 Local Union.
- C.** Stewards shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours without interruption of the Employer's operation. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.
- D.** The Employer agrees that upon ten (10) day's advance written notice from the Union, Stewards may be relieved from duty to attend union functions, and/or meetings.

ARTICLE 22: HEALTH AND WELFARE

- A.** Effective July 1, 2021, the Employer shall pay into the Utah-Idaho Teamsters Security Fund \$6.95 an hour for all compensable hours worked by its employees covered by this Agreement to provide medical care and hospitalization coverage to the active employees in accordance with the terms of the Utah-Idaho Teamsters Security Fund.
- B.** Effective July 1, 2021, the Employer shall pay into the Utah-Idaho Teamsters Retirees 'Trust a total of \$0.91 an hour for all compensable hours worked by its employees covered by the

Agreement to provide Retiree's Health and Welfare coverage in accordance with the Utah-Idaho Teamsters Retirees' Trust.

- C. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month to the office of the Trustees of such fund. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.
- D. Payments by the Employer to the fund shall not be considered wages to the employee. Compensable hours (straight time and overtime) are those hours, vacations, holidays, etc., that are covered by the terms of this Agreement and paid for by the Employer.

ARTICLE 23: CHECK-OFF

- A. The Employer shall, if requested by the Local Union, upon being furnished with an instrument in writing by the employee, authorizing the Employer to do so, deduct from the pay of an employee covered by this Agreement, Union dues, initiation fees, assessments, and D.R.I.V.E. and promptly remit all such deductions to the Local Union, subject to the conditions hereinafter stated in this Article. Union dues will be remitted to the Local Union monthly.
- B. The Local Union shall furnish to the Employer a monthly statement showing the names of all employees of such Employer for which deductions have been authorized and the amounts to be deducted in accordance with such authorization.
- C. The Employer shall also, if requested by the Teamster's designated financial institution, upon being furnished with an instrument in writing by the employee authorizing the Employer to do so, deduct from the pay of an employee covered by this Agreement, payments to the Teamster's designated financial institution, and promptly remit all such deductions to the Teamster's designated financial institution subject to the conditions hereinafter stated in this Article.
- D. The Teamster's designated financial institution shall furnish to the Employer a monthly statement showing the names of all employees of such Employer for which deductions have been authorized and the amounts to be deducted in accordance with such authorization.
- E. The Union agrees to hold the Employer harmless and indemnify it from any and all actions, claims, causes of action or damages growing out of the foregoing deductions and assumes full responsibility for the disposition of the funds and to the extent they are so deducted and remitted by the Company

ARTICLE 24: DISPUTE RESOLUTION

- A. A grievance is hereby defined to be any difference of issue between an employee, the Union, or the Employer, regarding the application of the specific terms of this Agreement.

- B. It is the intent of the parties hereto that employees and supervisors and or Managers should discuss any differences which may arise, on an informal basis, to resolve differences immediately.
- C. In the event of an employee discharge or suspension, or in the event of a dispute concerning the interpretation of this Agreement or its application, the following procedures shall apply:
- D. **First Step.** The Employee must present the grievance to his Supervisor within five (5) working days after the issue to be grieved occurs, or reasonably should be known to have occurred, in order to be considered as a grievance. The Employee may be assisted by his Job Steward. The employee shall provide all the facts available at the time concerning the matter, the contract section that is involved, and other details. The Supervisor shall respond no later than five (5) working days following the report of the grievance.
- E. **Second Step.** If no resolution is reached in the First Step, and if in the opinion of the Union the grievance merits further action, a written grievance will be presented by the Union to the designated Company Representative within fifteen (15) working days after the issue to be grieved occurs or reasonably should be known to have occurred. The Union will then have five (5) working days in which to try to resolve the matter by consulting with the employee or with the Company Representative.
- F. **Third Step.** If no satisfactory settlement is achieved within that period of time the Union must request a hearing before the Company Representative within five (5) working days of completion of Step 2. This hearing will be held within (14) calendar days following receipt of the request. At this hearing, the Employee, the Union and others involved shall present all known facts and testimony of any witnesses to the Company Representative. The Company Representative shall then be allowed five (5) working days in which to render his decision in writing. If a satisfactory settlement to any grievance has been reached, the decisions will be reduced to writing and signed by an authorized representative from both parties.
- G. **Fourth Step.** If no satisfactory settlement is achieved, the Union may submit the matter to arbitration within 15 days of the Employer's third step answer for resolution by a neutral arbitrator jointly selected by the parties. If the parties cannot agree upon an arbitrator, they shall select one by alternately striking names from a list of nine arbitrators obtained by the party requesting arbitration from the Federal Mediation Service until one name remains. The party seeking arbitration will strike first.
- H. The parties shall attempt to propose to the arbitrator a joint written submission outlining the issue(s), contract provision(s) alleged to have been violated or misapplied, and any fact(s) which the parties agree upon. This shall be the basis for the arbitration, together with any evidence properly presented to the arbitrator during the arbitration proceedings.
- I. The decision of the arbitrator shall be final and binding upon the parties hereto and upon the employees concerned; provided, however, that the arbitrator shall make no award outside the scope of his authority. Only a grievance which claims one or more specific provisions of the Agreement have been violated, misapplied, or misinterpreted or a claim of unjust discharge may be arbitrated. The arbitrator shall have no authority to effect any change in,

modification of, or addition to the Agreement, or to decide any question not presented to him or her for decision.

- J.** The fees and expenses of the arbitrator shall be equally divided between and borne by both parties. The cost of any stenographical record, or transcripts thereof which may be made, shall be paid by the party ordering the same.
- K.** If the Employer refuses to advance a grievance to arbitration or fails to abide by the decision of an arbitrator, the Union shall be released from its obligation not to strike under the no-strike provision of the Agreement upon thirty (30) days written notice to the Employer.
- L.** The time limits listed herein may be extended by written mutual agreement, but failure to abide by such time limits shall result in the grievance becoming null and void. Electronic submission of all steps will be accepted.

ARTICLE 25: PENSION

- A.** Effective July 1, 2021, the Employer shall contribute to the Western Conference of Teamsters Pension Trust Fund a total of \$6.20 per hour for each compensable hour for all employees covered by this Agreement.
- B.** The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the plan. The contribution for the PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued.
- C.** The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account for each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.
- D.** By the execution of this Agreement, the Employer authorizes the Employer's Associations and/or Employer, which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund and to accept the Employer Trustees under such agreement hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- E.** The parties agree that because the Trustees of the Fund will rely on the execution of this Agreement to restore or not to reduce benefits to "Retiring Employees" as indicated above, this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly without the express written consent of the Trustees.

ARTICLE 26: PROTECTION OF RIGHTS

The Union and the Employer, respectively, agree that there shall be no stoppage of work, either by strike or lockout, because of any grievance as defined in this Agreement. No employee covered by this Agreement shall be discharged or discriminated against for refusing to cross a bona-fide recognized picket line.

ARTICLE 27: SAFETY

- A.** Employees will be required to follow the dress code and safety rules as published by the Employer. The Employer shall send to the Union a copy of all published safety rules, new or revised.
- B.** Employees injured on the job and unable to return to work as the result of such injury shall receive wages for the full day on the day injured. If transportation is required on said day to transport workman to a doctor or hospital, transportation shall be furnished by the Employer.
- C.** Employees are not required or expected to respond to cell phones or other communication devices while actually engaged in performing safety sensitive functions during their work hours.
- D.** The parties recognize that the safety and wellbeing of the Employer's work force covered by this agreement is of utmost importance, therefore, the parties agree to work in concert to address issues of workplace safety.

Recognizing the importance of the role of the Safety and Health Committees in resolving the issues of safety, the Employer and the Union reaffirm their commitment to the active involvement of the Committees in such processes, in accordance with the terms of this Article.

Two Joint Safety and Health Committees ("Committee") will be established by the Company and the Union, each one being composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Company. One Committee will be for the Ready-Mix Division and the other will be for the Construction Division. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout Company operations within its Division. The Company Safety Officer or his/her designee will coordinate the meetings of the Committee, set agenda with input from members, assist with resources and technical assistance, and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee will meet periodically as needed but at least once each quarter and will make a plant safety tour. Committee members that participate in meetings will be compensated for their time while participating on these committees at the applicable hourly rate. Additionally, members shall become familiar with production processes and working conditions and will make recommendations to

management to improve safety and health in the workplace. The Company will consider all of the recommendations from the Committee in good faith.

ARTICLE 28: SAVINGS CLAUSE

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 29: BEREAVEMENT

A regular full time employee will receive two (2) days of bereavement pay at their regular hourly rate of pay in the event of a death in his or her "immediate family." "Immediate family" shall be the employee's father, mother, step father, step mother, children, spouse, grandparents, brother, sister, parents-in-law, brother or sister-in-law, step child and grandchild. This Article shall not apply when an employee is on lay-off, furlough, or leave of absence.

ARTICLE 30: TERM OF AGREEMENT

- A.** The term of this Agreement shall commence on the date first hereinbefore set forth and shall continue through the 30th of June 2024, and for additional periods of one year thereafter. Should either party desire to modify any portion of any of the terms hereof, it shall notify the other party in writing of such desire.
- B.** Notices given by either party prior to June 30, 2024 or at the end of any subsequent annual extension shall be given not later than the 30th day of April 2024 or any annual extension thereof. If such notice is not given within said period of time, then this Agreement shall automatically renew itself for an additional period of one (1) year as herein provided.
- C.** All notices required by this Article shall be given by United States Certified Mail to the office of the Employer or the Union with return receipt requested.

For the Union:

Teamsters, Chauffeurs, Warehousemen, and
Helpers of America, Local No. 222

For the Employer:

Geneva Rock Products, Inc.

By: 
Secretary-Treasurer

By: 
President

By: 
President

By: 
Director Human Resources

By: 
Business Representative

Date: 7-30-21