

The following represents the Tentative Agreement which was reached November 21, 2024 for the enclosed referenced Marshall classifications located at 2610 Marshall Street (Minneapolis North), 781 Hubbard Ave (St. Paul), and 14141 Unity Street NW (Ramsey).

**AGREEMENT BETWEEN**

**HOLCIM-MWR, INC. READY MIX DIVISION  
NORTH**

**AND**

**TEAMSTERS LOCAL UNION NO. 120**

**AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

(Ratification Date) - April 30, 2028

The Company reserves the right to make additional proposals and to add, edit or delete proposals at any time during negotiations until a complete agreement is reached.

## **HOLCIM-MWR, INC, READY MIX DIVISION, NORTH**

### **TENTATIVE AGREEMENT**

This Firm, Partnership or Corporation, hereinafter shall be referred to as the Employer and Teamsters Local Union 120, International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions.

1. Union Recognition: The Employer recognizes the Union as the sole collective bargaining agency for the classifications of employees covered by this Agreement at its Minneapolis North, Ramsey and St. Paul locations.
2. Union Shop: All employees who have completed thirty (30) days of employment shall become members of the union and shall maintain their membership in good standing in the Union.
3. Check-off: The Employer agrees upon written authorization from the individual employee to deduct, the first pay day of each month, the Union dues for the current month and promptly remit the same to the Financial Secretary of the Union. The Employer further agrees, upon written authorization, from the individual employee, to deduct the initiation fee of the Union after the employee has completed 30 days of employment and remit the same to the Financial Secretary of the Union in the same manner as the dues deduction. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.
4. D.R.I.V.E. Authorization and Deduction: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.
5. Job Steward: The Employer recognizes the right of the Union to designate a job steward or job committee to handle such Union business as may from time to time be delegated to the Job Steward or job committee by the Union Executive Board.

6. Granting time off: The Employer agrees to grant reasonable time off without discrimination to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business with 1 weeks' notice to management.
7. Individual agreement: The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. If the Union enters into any agreement with any employer or group of employers competing in the same type of work, which provides for their employees less favorable wages, hours or conditions, the employer parties hereto may open this agreement for the express and exclusive purpose of negotiating less favorable wages, hours or conditions.
8. Conditions of Employment: The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement, for all employees covered by this Agreement.
9. Non-Discrimination Clause: The Employer, the Union and the employees agree there shall be no discrimination against any employee or applicant for employment because of race, creed, religion, sex, age, national origin or any other category protected by applicable Federal, State or Local Law. No claim or actual violation of this clause shall be subject to arbitration, if the claim is referable to any Federal, State or Local Government Agency. In regard to gender, any reference in this agreement to the male gender, words such as "he", "his", etc. Shall apply to both male and female.
10. Management Rights Clause: The Employer's management and the direction and control of the working force including the right to plan, direct and control plant operations; to determine the means, methods, processes, materials and schedules of production; to alter, rearrange, change, extend, curtail or discontinue its operations partially or completely; to determine the equipment to be used and the number and kind of products or components of products to be manufactured, or services to be rendered; to determine the size, scheduling and assignment of the workforce; to establish the production standards and to maintain the efficiency of Employees; to establish and require Employees to observe Employer Rules and Regulations and reasonable standards of conduct; to maintain order and discipline or discharge Employees, for just cause, shall be the right, solely and exclusively, of the Employer. The forgoing enumeration of management's rights are not intended to limit management, and shall not be deemed to exclude other rights which belong to and are inherent to management, and shall not be deemed to exclude other rights which belong to and are inherent to management, unless they are limited by the clear and explicit language of a provision of this Agreement. In addition, management rights shall not be limited to or infringed on by any "existing practices or agreements" or "prior practices" which existed prior to this agreement or which might be later claimed to arise after this agreement is entered into and are not specifically incorporated herein in writing and signed by both parties. It is understood that nothing in this Article implies that the Union waives any of its rights as provided by the National Labor Relations Act.
11. Classifications: The term "Driver" shall be construed to mean a person who delivers and unloads ready mix concrete to various locations. At the direction of Management, drivers

are expected to assist in the performance of various duties including but not limited to, performing driving functions at the plants other than Minneapolis North, Ramsey and St. Paul locations, administrative work, assistance with yard/plant clean-up and light maintenance as needed. Refusal to accept duties as assigned will result in progressive discipline.

Block Truck Drivers - Person(s) who delivers block or yard related material.

Conveyor Driver - Person(s) who are "Drivers" as described above but also operates the conveyor truck.

Fleet Mechanic - Person(s) responsible for maintaining and servicing commercial trucks and equipment.

12. Time Clock: In the event that there are repeated grievances with respect to wages and hours, the Employer agrees to install a time clock.
13. Riders: No driver shall be permitted to allow anyone on their truck unless so authorized by the Employer.
14. Uniforms: The Employer agrees that if any employee is required to wear any kind of uniform, the same shall be furnished by and maintained by the Employer free of charge.
15. Loss or damage: The Employer shall not arbitrarily charge employees for any loss or damage. The Employer may exercise the rights to pursue the matter if given in writing to the employee affected, with a copy to the Union within thirty (30) days after the Employer has knowledge of such matter.
16. Picket Line: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon the premises of an employer (other than the Employer) if the employee of such employer is engaged in a primary strike ratified or approved by a representative of such employees whom such Employer is required to recognize under the Labor Management Relations Act of 1947, as amended.

The Employer shall not request or instruct any employee to go through a legal picket line sanctioned by Teamsters Joint Council #32. The Union agrees not to honor an illegal picket line. However, the Union agrees that in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

17. Strikes - Lockouts: During the terms of this Agreement there shall be no lockouts or strikes or other concerted activities which interfere with normal operations. In case an unauthorized strike or such activity occurs, the Employer will promptly notify the Union, which will use its best efforts to get the employees back to work. If the Union uses its best efforts and takes reasonable means to get the employees back to work within twenty-four (24) hours after receiving notice, the Employer waives and forgoes all rights it may have under Federal or State laws, to hold the Union responsible. The Employer may, subject to the grievance procedure, discipline the employees responsible for the work stoppage even though they return to work within the twenty-four (24) hour period. If the work stoppage continues

beyond twenty-four (24) hours, the Employer may take such disciplinary action as it deems proper up to and including discharge and no recourse shall be had through the grievance procedure or arbitration in connection with such action.

18. Sub-Contracting: The Union recognizes the Employer's right to purchase goods and services from any source and that the operation of the business requires the continued use of outside contractors and vendors. However, the Employer agrees that the work usually performed by employees in the bargaining will not be contracted out if it results in the non-voluntary layoff of the employee(s) who are qualified for and regularly perform such work. The Union recognizes the Employer's right to sell goods (including ready mix) to customers on an F.O.B. basis.

19. Safety:

(A) Safety Requirements and Drug Testing: Accident and injury free operations shall be the goal of the Employer and employees. To this end, the Employer and the employee will, to the best of their ability, abide by, and live up to the requirements of the several State and Federal constructions safety codes and regulations.

To this end, the Employer shall from time to time issue rules and notices to his employees regarding on-the-job safety requirements. Any employee violating such rules or notices may be subject to disciplinary action. No employee may be discharged for refusing to work under unsafe conditions.

Drivers, or anyone who may drive an Employer vehicle, whether intrastate or interstate, if they are under the influence of alcohol or drugs, or who show signs of being under the influence of alcohol or drugs, will not be allowed to drive, nor will they be allowed on Employer property during any period of suspected intoxication or drug use.

In order to enforce this policy and to promote safety measures, drug testing will be conducted by the Employer, through its medical review officer, under Federal motor carrier safety regulations; qualifications and disqualification of drivers, specifically the sections on controlled substance testing, and any applicable State laws which regulate such testing. Enforcement of this policy will include disciplinary action, up to and including discharge.

(B) Safety and Labor Management Meeting and Training: In the event that the Employer requires to establish a labor management meeting, safety meeting, or conduct safety training, the employees will be compensated for their actual time spent at a straight time hourly rate for such meetings, but no less than two (2) hours minimum. On days where safety and training is required, the union recognizes the Employer's right to schedule and pay employees hours without respect to seniority for those days.

20. Physical Examination: The Employer has the right to set drug and alcohol policies and to request applicants, and existing employees, to obtain physical examinations, drug and

alcohol testing, provided such tests are in compliance with the federal motor carrier safety regulations, and any other applicable State or Federal laws governing such tests. Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for 2 hours of compensation for the physical examination. Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year, or a re-test is necessary due to the results of the original test. Upon return to work from a Seasonal Layoff of 30 days or more, employees will be required to have a medical consultation with a physician selected by the company. The purpose is to determine general health status to return to work. The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Employee's expense. In the event of disagreement between the Doctor selected by the Employer and the Doctor selected by the union, the employer and the Union Doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinions shall be final. The cost of the third (3rd) Doctors examination will be paid by the party whose first opinion is not in line with the third (3rd) Doctors opinion.

DOT recertification exams may be obtained at either the Employer selected physician or another certified DOT physician. The cost of the physical will only be paid by the Employer if it is completed by the Employer selected physician. Furthermore, if the physical is scheduled by the Employer during time worked, the Employee shall be compensated for one hour of time. Otherwise, the Employee shall not receive any pay for the time spent traveling to/from the appointment or during the appointment. If the Employer has a valid reason to believe that the certification provided by a physician is invalid if the physician did not consider critical information, the Employer reserves the right to send the Employee to the Employer selected physician. The Employer physician's determination shall be final.

21. Seniority: Seniority rights shall prevail in all matters relating to employment except where special qualifications or training is required. The senior employees shall have first preference on the job provided, however, that the present assignment of employees in the various classifications of work shall not be disturbed in any manner other than that set forth below:

(A) Seniority shall be Employer wide. In those instances, where the Employer has more than one plant, seniority may be limited to individual plants only by a written agreement between the Employer and the Union.

In accordance with Article 21, "A", Holcim-MWR, Inc. Ready Mix division desires to define and formalize our individual plant seniority system.

Drivers may select their plant preference in order of seniority a minimum of twice per year:

Regular Season Bid - Between March 15 - May 15<sup>th</sup>  
Off Season Bid - December 1

Additional plant bids may be added in the event of a change in plant(s) status (opening, closing, satellite), or changes in workload demands.

A list of the plants available to bid will be posted two weeks prior to the effective date of transfer. The Employer will post the estimated number of trucks possibly to be placed at each location to the best of their ability before each bid process.

The Conveyor Driver will bid their plant during the bid process and will have plant seniority.

(B) In the event that a plant is down for unscheduled breakdown or repair, the drivers of the affected plant will dovetail into the plant(s) where the work shifted to within twenty-four (24) hours following the date of the occurrence. In the event of scheduled plant maintenance, the drivers of the affected plant will dovetail into the plant(s) that the work shifted to starting the date of the scheduled shutdown.

In either event, the dovetailing will be based on master seniority of the affected plant and the plant(s) where the work shifted to.

(C) All non-driving classification employees will have their seniority begin the day they start in any non-driving classification. Seniority will continue from one non-driving classification to another. If non-driving classification employee requests, they may be allowed to dove-tail in the driver's seniority list on a one-time basis only if they were originally hired as a Ready-Mix Driver.

(D) Saturday Work: Drivers will be notified by call-out no later than 6:30 p.m. on Friday if they are going to work Saturday. Work will be allocated first on the basis of voluntary sign up, then by assignment of floaters, and last according to plant bid seniority.

(E) There shall be no switching from job to job on the part of the employee because of preference of work at another plant.

(F) When a job becomes open for any reason in any classification of work covered by this Agreement, it shall be bulletined by the Employer. All employees in the order of their seniority standing are eligible to accept or reject this job, without jeopardizing their present or future seniority standing. The Block-Truck Drivers, Mechanics and Conveyor Drivers are not subject to bidding and will be appointed by the Employer. The Block-Truck Drivers, Mechanics and Conveyor Drivers may be un-appointed by the Employer in cases where their qualifications, skills, training or performance fall below the Employer's standards.

(G) In reducing the personnel because of lack of work or other legitimate reason, the last employee hired shall be the first laid off, and in returning employees to work, the last employee laid off shall be the first rehired. The necessary reassignment of employees to the various classifications of work shall be made accordingly.

(H) A list of the employees arranged in the order of their seniority shall be posted in a conspicuous place on the job. Any disagreement over seniority dates shall be resolved under the grievance procedure.

(I) New employees shall be placed on the seniority list after having worked a total of forty-five (45) days within any ninety (90) day period; seniority is to start from the first day of employment in a classification covered by an Agreement between the Employer and Local Union No.120.

(J) Employees transferred to another job within the Employer not covered by an Agreement between the Employer and Local 120 shall retain their seniority for a ninety (90) calendar day period during which they may return to their former classification without loss of seniority rights.

(K) Seniority rights shall continue for up to fourteen (14) months from the date last worked. After fourteen (14) months from the last day worked, the employee will have no right to recall and his/her seniority will expire.

(L) The employee who is unable to work for more than fourteen (14) months on account of sickness or injury shall be reinstated on the seniority list only after review between the Employer and the Union.

(M) Upon request any employee desiring a leave of absence from the job for more than one (1) week but not exceeding (6) months shall secure written permission from the Employer with a copy to the Union. Failure to obtain written permission or failure to be available for work following the leave of absence shall result in complete loss of seniority rights of the employee. Extensions may be granted if agreed to between the Employer and the Union.

(N) Employer will provide a (one time) fourteen (14) month leave of absence for alcohol related ticket received off duty.

(O) During the period of an extended lay off, employees on the call back list may apply for unemployment compensation and the Employer agrees not to protest their application providing they are available for work as needed or they may ask that their name be removed from the call back list and secure a leave of absence for a period not beyond May 1st; such leave being given in writing by the Employer and disqualifies the employee for unemployment. An employee may at any time terminate such leave of absence and ask that their name be reinstated on the call back list at which time they would become eligible for unemployment again.

(P) Light Duty Positions: The Employer, at its sole discretion, may provide a light duty position for an employee who is on restricted duty due to a work-related injury. The position may be offered to the injured employee regardless of his or her seniority provided that it does not take away any bargaining group work that would ordinarily be available to a more senior employee. While on light duty, the employee's light duty hours shall be the lessor of four (4) or the hours worked of the next active junior employee according to plant seniority. Proper calculation and payment of worker's compensation benefits is the responsibility of the Employer.

Inverted list: For the Season Layoff period, the employer will post a list of active employees who qualify for the "inverted list" after the winter plant bid for all sessions is posted. Employees on this list will have their seniority "inverted" for start time purposes only. The most senior employee will be at the bottom of the list and, therefore, will be



the last to be called in if needed. Once an employee has started work, their seniority will revert to the "non-inverted" spot for the remainder of that day. Employees on the "inverted" list will follow the current practice of calling in to receive start times.

22. Violation of Working Rules: Employees covered by this Agreement will observe such working rules as may be posted from time to time by the Employer for the promotion of health, safety, compliance, environment and welfare of the Employer and its Employees, provided such rules do not conflict with or supersede any of the terms or provisions of this Agreement. The Employer may bring charges against an employee for alleged violation of working rules. The Union shall make immediate investigation of the charges and a settlement of the case shall be made as provided under Paragraph

25. All employees will be subject to the Company's Drug and Alcohol Policy and any revisions thereof.

23. Violation Penalties: In the event that the Employer deliberately violates any of the provisions of this Agreement relating to seniority rights, wages, hours of work and overtime differentials, any back pay owed to the employee because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight time and overtime rates. Any violation either intentional or unintentional must be reported and acted upon within thirty (30) days of the violation. The Union shall have the right to examine the payroll records of the Employer in disputes where such examination is necessary to determine the facts.

24. Grounds for Discharge: The Employer has the right to send notices to employees regarding general Employer policy and violations of that policy. Such notices will not be considered formal disciplinary or warning notices. The Employer shall not discharge any employee without just cause. At least one (1) warning notice of discharge shall be given to the employee with a copy to the Union, within ten (10) days of alleged violation. No warning notice is necessary before discharge if the employee is discharged because of theft, dishonesty, violation of the employer's written drug and alcohol policy, physical assault, recklessness or gross negligence resulting in a serious accident or destruction of company property while on duty, carrying unauthorized passengers, failure to report a known accident or intentional violations of federal, state or local laws while on the job.

If warning notices of discharge are not rejected by the Union in writing within ten (10) days of receipt thereof, they shall be deemed to be accepted and shall remain in effect for one (1) year from date of notice. If a warning notice is rejected, the union shall provide the employer with its basis for the decision.

Grievance of discharge must be made within three (3) workdays by notice to the Employer and a decision shall be reached within five (5) workdays from date of discharge.

25. Disputes, Grievances and Arbitration:

(A) In case of a dispute over the meaning of this Agreement, as to whether its provisions are being complied with, such dispute first shall be the subject of negotiations

between the involved employee, the Employer, and the respective Union as follows.

Step 1: The aggrieved employee and the steward is to take the dispute up orally with his immediate supervisor within five (5) calendar days of the alleged violation. The supervisor will respond to the dispute within five (5) working days.

Step 2: Failing to achieve a satisfactory settlement, the employee will file a written grievance with the respective Union, within (7) working days of the supervisor's response.

(B) If the controversy is not satisfactorily resolved within 10 working days under steps (A) above, it may (if agreed upon by the employer and the union) be referred to the Joint Committee which shall consist of no less than two (2) persons, the Head local executive at Holcim (or appointee) and the Head of Teamsters union (or appointee). It shall be the function of this Joint Committee to adjust disputes, which cannot be settled between the Employer and the Local Union. Where the Joint Committee, by a majority vote, settles a dispute, no further appeal may be taken and the decision shall be final and binding on both parties.

(C) If the controversy is not satisfactorily resolved under steps (A) or (B) above, it shall at the request of either party be referred to arbitration through the Federal Mediation and Conciliation Service, and the Federal Mediation and Conciliation Service is to submit a list of names of seven (7) local arbitrators, and one (1) local arbitrator will be selected to hear the controversy. The parties will select the local arbitrator by each one alternately checking off a name, and the arbitrator left shall be designated as the arbitrator. The party requesting arbitration shall be the first to strike from the arbitrator list. A decision shall be handed down within fifteen (15) working days from the close of record unless an extension is agreed upon between the Union and the Employer. This decision shall be final and binding upon both parties. The expenses of the arbitrator selected shall be shared equally by the Union and the Employer.

## 26. Daily and Weekly Hours; Overtime:

(A) The regular workday shall be eight (8) hours and the regular workweek shall be forty (40) hours, in five (5) consecutive days, Monday through Friday. Time and one-half (1 1/2) shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week. Call in time on Saturday shall be a minimum of five (5) hours work. There shall be no pyramiding of overtime.

(B) Sundays shall be paid for at double (2) the regular rates. Saturdays shall be paid for at time and on-half (1 1/2) the regular rates.

(C) The senior employees shall be the first to work the number of hours of work available up to eight (8) hours per day and forty (40) hours per week; except in case of emergency beyond the Employer's control. To the extent practicable, overtime will be offered to the senior employee in the classification involved in the overtime.

(D) When put to work, employees shall be guaranteed a minimum of five (5) hours pay.

(E) Drivers will be on the call-out no later than 6:30 P.M. of their scheduled start time for the next day, except for Saturday work. The Employer may notify any employee to start work at any time the day before, or up until 8:30 a.m. of the scheduled workday. The Company will be allowed 1 phone call after 8:30 to modify start times given it is modified 1 hour prior to the start time. If an employee is called to work or is not notified of a change in their previously scheduled starting time, and they report for work as previously scheduled, the employee shall be paid for two (2) hours at their regular rate. This notification of change must be made at least one (1) hour before their scheduled starting time.

The Conveyor Driver may only be assigned an early start time if there is a conveyor load which requires it.

The Block Truck Driver may only be assigned an early start time if there is a block load which requires it.

(F) In the event a plant closes (due to lack of work) and drivers have not completed their guaranteed minimum hours, drivers will not be forced to remain at the plant, but will still be eligible for the minimum hour guarantees. In these situations, drivers are considered "off the clock" when the plant closes.

All employees on the seniority list shall be given proper connections to call; and that no junior employees shall be given work in preference to senior employees before 8:30 AM (except when drivers are notified of a change in their previously scheduled start time and asked to arrive at the plant ASAP.) In these situations, drivers will be paid for the time they arrive at the plant.

In the event additional drivers are needed between 8:30 AM and 11:30 AM, drivers will be called in order of seniority and paid from the time they arrive at the plant. Drivers will submit one contact phone number to Dispatch. If called and the Driver does not answer, or declines the option to work, the Driver forgoes his/her seniority and the Dispatcher will move on to the next Driver.

After 11:30 AM, the employer has the right to move trucks between plants no matter the status of the seniority list at any given plant. Drivers who request or are required to go to the shop for any reason, may be loaded out of the plant of which the shop resides, regardless of seniority at the plant.

(G) The provisions of Article 26 regarding guarantees and overtime shall not apply in the event that work is suspended on account of the following reasons:

- A. Vendor's failure to make raw materials deliveries as scheduled;
- B. Engineer's or inspector's refusal to permit work;
- C. Acts of God, including weather conditions which will not permit work. One (1) hour show up pay shall be paid for Acts of God if the requirements in paragraph 26(E) for show up pay are met.

Weather conditions include threats of weather where customers are altering delivery times due to the threat.

(H) Employees covered by this Agreement shall receive full pay for all time spent in the service of the Employer.

(I) There shall be no established split shifts or split weeks. Split shifts and weeks are defined as a working shift divided into two or more periods of time, such as morning and evening (or days), with a break of several hours (or day(s)) between them. An example includes starting work at 8:00 AM, working until 12:00 PM, then starting work again at 4:00 PM and working until 8:00 PM. Split shift language does not apply to night pours unless there is a gap in work of 3 hours or more. If the gap in work is 3 hours or more, the Company has the right to assign night pour work.

(J) Ready Mix Drivers Lunch Program:

Employees are entitled to a 15 min unpaid lunch when scheduled to work over 5 hours upon the employee's request. Lunch will be at the driver's option. If requested, all 15 min unpaid lunches will be scheduled by dispatch for the employees between the 3rd and 7th hour of work.

It will be the employee's responsibility to work with dispatch to coordinate the best time for the fifteen (15) minute unpaid lunch if so requested while considering the customer's needs.

(K) Night work will be bid by seniority at the plant where the work occurs, drivers from master list may bid on night work, but will be positioned at the bottom of the plant seniority list. Employees who volunteer to work will punch out if they return to the plant and night pour start time is greater than 3 hours. If the required number of drivers is not reached via volunteers, the company may force employees to work, starting from the bottom of the plant seniority list and proceeding to master seniority from junior employees. No driver shall be forced to punch in twice, unless employee volunteers and gap in work is greater than 3 hours.

One day consists of 24 hours, 12:00am-11:59pm, a new day starts at midnight anything beyond 8 hours worked in one day is considered overtime. Minimums are considered from punch in time of each punch. Night work will be considered any driver that would have a start time between 8:00pm and 4:00am. Any driver start time after 4:00am shall be regularly assigned. Night work will be paid at time and one half of the current hourly pay rate.

## 27. Holidays:

All employees on the seniority list shall be paid for the following holidays when no work is performed on such holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day before Christmas Day, Christmas Day. Payment shall be made regardless of the day on which the holiday falls on the basis of eight (8) hours at the employee's straight time wage rate. The Day after Thanksgiving will follow the same procedures as a Saturday, as specified in Article 21.

Employees will receive pay for holidays that occur during his/her vacation. Time and one-half (1 1/2) after forty (40) hours will be paid in weeks in which holidays occur, with the understanding that holidays not worked and holidays for which double time is paid will not be included in the forty (40) hours. When any of the above holidays are worked

wages for time worked will be paid at two (2) times the hourly wage rate plus the holiday pay.

In order to be eligible for holiday pay, employee must have:

- worked in the pay-period preceding or following the holiday AND
- been available for work on the regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday. Saturdays are not considered regularly scheduled work days for the purposes of defining availability. If the Employee actually works on Saturday, the Employee shall be eligible for holiday pay.

If a Holiday falls on a Saturday, the Friday immediately preceding the holiday will follow the same procedures as a Saturday, as specified in Article 21.

If a Holiday falls on a Sunday it will be celebrated on Monday.

28. Vacations: The date for determining vacations shall be May 1<sup>st</sup> of the current contract year. Vacations shall be given to all employees on the seniority list under the schedule below:

160 to 320 hours	1 day or 08 hours pay
321 to 640 hours	2 days or 16 hours pay
641 to 960 hours	3 days or 24 hours pay
961 to 1280 hours	4 days or 32 hours pay
1281 to 1600 hours	5 days or 40 hours pay

(A) During the first year of employment, employees who have less than one (1) year of service on May 1 will receive a prorated vacation amount based on the schedule above, provided such employees have a minimum of six (6) months of seniority on that date. Thereafter, vacation will be earned and calculated on May 1 according to completed years of service on that date.

(B) Vacation pay is to be based on all compensated hours. All hours are figured on a straight time basis towards vacation credit.

(C) Employees who have been on the seniority list for three (3) years, ten (10) years or fifteen (15) years will receive the vacation allowed for those years of service. Employees will become eligible for their increased vacation on their anniversary date prior to the May 1st calculation date.

All employees who have been on the seniority list of the employer for a period of three (3) years as of May 1st of the applicable contract year, but less than ten (10) years, shall receive double the amount of vacation outlined on the schedule above.

All employees who have been on the seniority list for a period of the (10) years but less than fifteen (15) years as of May 1st of the applicable contract year shall receive triple the amount of vacation outlined on the schedule above.

All employees who have been on the seniority list for a period of fifteen (15) years or

more as of May 1st of the applicable contract year shall receive four (4) times the amount of vacation outlined on the schedule above.

All employees who have been on the seniority list for a period of twenty-five (25) years or more as of May 1st of the applicable contract year shall receive five (5) times the amount of vacation outlined on the schedule above.

(D) The Employer reserves the right to require the third (3rd) and fourth (4th) week of vacation to be taken outside of the regular vacation schedule. At the discretion and approval of management, individual requests to take additional vacation within the regular vacation period beyond the first 2 weeks may be permitted up to a maximum of 10% of the master seniority list and subject to management approval. If unused, up to 10 days of vacation may be paid out at the end of the vacation year.

(E) Employees shall be paid the prevailing scale of wages at the time vacations are taken. Employees to receive vacation pay must actually take vacation time off or forfeit said vacation pay.

(F) Employees shall be given ten (10) days to bid for their vacations after the posting of the vacation schedule, which will be posted April 1st, each year. Vacations will be bid at two separate bids: 1st bid will be by seniority for full weeks. Full weeks will prevail at the time of this bid. The 2nd bid will be by single days. After the second bid, vacation will be on a 1st come 1st serve basis. Each round of bidding will consist of 10 days per round to submit their requests. Employees not signing within the prescribed time will have vacation scheduled at the Employer's convenience. During the bid process, the Employer will allow up to 10% of the current workforce at that time to elect time off on a given day. Once approval for a full week has been granted, the employee will only be able to cancel if canceling the full week.

After the bid process, and subject to no more than 10% of the master seniority list being off at one time on a given day, the Employer will allow a minimum one (1) employee per plant to take a vacation day with proper management approval. When vacation is requested outside of the bid process, the company will respond within 72 hours of receipt of the request.

(G) If an employee is off due to a compensable injury, vacation credit shall be given on the basis of all hours worked by the next junior employee during the period of disability up to a maximum of four (4) months.

(H) If an employee is terminated, the employee is to receive all earned vacation and accrued vacation. (Note: Earned vacation is prior to April 30th.) If an employee resigns or quits with a two (2) week notice the employee will receive all earned vacation and accrued vacation. If no notice is given the employee will receive only earned vacation.

29. Sick Leave: Employees shall be granted six (6) days of paid sick leave per contract year as required by current state law (Minnesota Employee Safe and Sick Time, ESST) payable on the first day of absence because of illness or injury off the job. Accrued unused sick days shall be paid out following the end of each contract year. The company will front load all 6 days (48 hours) for all employees on the payroll the first

week of May each contract year and for employees hired after May 1 of each contract year. If an employee leaves company employment during a contract year, they will be paid out accrued unused ESST time. If the law changes, both parties agree to meet and discuss how to address and administer such changes.

ESST time that is earned between January 1, 2024 through April 30, 2024 and is not used will be paid out as soon as administratively possible following the ratification of this CBA.

- 30. Funeral Leave: In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, grandparent, step-parent, step-child, father-in-law and mother-in-law, grandchildren) a regular employee shall be entitled to a maximum of three (3) consecutive days off to make arrangements and attend the funeral. The compensable day or days will only be paid if the employee is listed as active in the company's records and available for work.
- 31. Jury Duty: All regular employees on the seniority list called for jury duty will be reimbursed for the difference between the amount paid for such service and the straight time hourly rate for their regularly scheduled hours of work not to exceed eight (8) hours per day or forty (40) hours per week during the period of such service, and not to exceed two (2) weeks. Reimbursable wages will only be paid for jury service on hours the employee would have been put to work. Employees will be expected to report for their regular duties when temporarily excused for attendance in court.
- 32. Wage Rates: The following shall be the minimum rates of pay in the various classifications of work:

All Classifications

	<u>Ramsey</u>	<u>Minneapolis North / St. Paul</u>
Upon Ratification	\$39.35	\$42.65
May 1, 2026	\$41.10	\$44.25
May 1, 2027	\$42.85	\$45.85

Mechanics are expected to be qualified drivers.

All employees shall be paid weekly.

- 33. 401(k) Plan: Employees will be enrolled automatically. If an employee does not want to be enrolled or if they wish to contribute a different amount, they must contact the vendor within 30 days of their hire date. Employees will automatically be enrolled at 3% of pay on a pretax basis. This amount will increase 1% each year until a maximum of 6% is reached. The Company matches 100% on the first 3% an employee contributes plus 50% on the next 3% the employee contributes. If the employee is employed on the last day of the year, the Company contributes 1.5% of the employee's base pay. Employee vests in Company match and 1.5% Core Contribution and any earnings on those funds 20% each year. Note this serves as highlights to the Plan. Should there be differences between this document and the Plan Document, the Plan Document language governs.

34. Fringe Benefit Plans

During the term of this Agreement, probationary and regular full-time employees covered by the Agreement shall be eligible to participate in the Company's Program(s) in the same manner as salaried employees and under the terms and conditions set forth in said Plan(s), or as subsequently amended, altered, revised, and/or terminated from time to time by the Company. Said coverage and benefits are also subject to the terms and conditions contained in the contract between the Company and the carrier, provider, or third party administrator.

No action by the Company respecting said Plan(s) nor any dispute arising out of, under or relating to said Plan(s) shall be subject to the Grievance or Arbitration procedure under this Agreement. The Company Program includes Medical Benefits, Dental Benefits, Short-term Disability, Long-term Disability, Basic Life and Accidental Death and Dismemberment Insurance Coverage, Voluntary Accidental Death and Dismemberment Insurance Coverage, Voluntary Dependent Life Insurance, and Employee Spending Accounts.

(A) Medical and Dental: The Company will provide comprehensive Medical and Dental Benefits for actively-employed employees and their eligible dependents as set forth in the Company Plan under the conditions outlined in the Summary Plan Description.

(B) Basic Life and Accidental Death and Dismemberment Insurance (AD&D): Basic Life and Accidental Death and Dismemberment Insurance (AD&D) coverage for all active employees shall be as set forth in the Company Plan under the conditions specified in the Summary Plan Description.

(C) Short Term Disability: Short Term Disability (STD) shall be as set forth in the Company Plan under the conditions outlined in the Summary Plan Description. Should there be a need to change the benefit described in the Summary Plan Description, the Company and the Union will meet to discuss the effect of said change and potential alternatives.

(D) Long Term Disability: Long Term Disability (LTD) shall be as set forth in the Company Plan under the conditions outlined in the Summary Plan Description.

(E) Employee Spending Accounts: The Company agrees to extend to employees covered by this Agreement the Company Employee Spending Account Plan under the conditions specified in the Summary Plan Description.

35. Part-Time Drivers and Mechanics:

The company may establish a pool of part-time drivers that will be eligible for wages with no benefits. Each part-time driver will be considered a "new hire" with respect to wage scale and future progression. No part-time drivers may be hired if the number of full-time drivers falls below the current number of drivers which is 15. When the number of full-time drivers equals or exceeds the current number of 15, the part-time driver's pool may not exceed 10 percent of the full-time drivers. When any part-time driver in said pool reaches 700 hours or more in one contract year, the senior part-time driver will be hired on as a full-time driver and be eligible for all contractual benefits. Eligibility for these benefits will be earned as noted in the "New Employee Benefits Schedule". This practice will be



consistent with all drivers in the pool. Part-time drivers will not be put to work until all available full-time drivers are working. The company will be allowed one seasonal part-time temporary mechanic on staff per year.

This Agreement shall be in full force and effect from (Date of Ratification) to and including April 30, 2028 and shall continue in full force and effect from year to year, thereafter, unless written notice of desire to change, modify or terminate this Agreement is given by either party sixty (60) days prior to the Annual Date of Expiration.

In witness whereof, the undersigned have caused this Agreement to be fully executed this \_\_\_\_\_ Day of \_\_\_\_\_, 2024.

Holcim-MWR, Inc.

Teamsters Local Union 120

By: \_\_\_\_\_

<Name>

<Title>

By: \_\_\_\_\_

<Name>

<Title>

By: \_\_\_\_\_

<Name>

<Title>

By: \_\_\_\_\_

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By: \_\_\_\_\_

<Name>

<Title>

By: \_\_\_\_\_

<Name>

<Title>

# ADDENDUMS

## LETTER OF UNDERSTANDING

**Between  
Holcim - MWR, Inc.  
and  
Teamsters Local 120 (Metro)**

### **Seat Belts 5/15/2024**

The following Agreement has been entered into by Holcim - MWR, Inc. and Teamsters Local 120 (the Union) (or collectively, "the parties") for the purposes of clarifying issues related to the use of seat belts in commercial vehicles.

- Drivers and passengers of any vehicle shall wear a seat belt at all times while the vehicle is in motion, including on highways or on Holcim and/or customer property (HUS.05.HSE.101-S01).
- Drivers are to wear seatbelts while unloading as per Tip Over Prevention Safety Standard (HUS.05.HSE.901-S01).
- **SEAT BELTS MAY NOT BE REQUIRED, BY EXCEPTION, AS FOLLOWS:**
  - When moving a vehicle a short distance at Holcim ready mix plant or on customer job site.
  - When backing on flat ground where blind spots require movement in to gain safe vision around the vehicle.
  - When operating a vehicle at 8 MPH or less on flat ground at Holcim ready mix plant or on customer job site.

This LOU will expire on the same date as this Collective Bargaining Agreement, which is 4-30-2028.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
Date



# LETTER OF UNDERSTANDING

**Between  
Holcim - MWR, Inc.  
and  
Teamsters Local 120 (Metro)**

## **Cameras 5/15/2024**

The following Agreement has been entered into by Holcim - MWR, Inc. and Teamsters Local 120 (the Union) (or collectively, "the parties") for the purposes of clarifying issues related to the video recording system in commercial vehicles.

- The Company agrees that it will not "monitor" drivers operating a commercial vehicle. "Monitor" is defined as watch a driver operate a vehicle in real time.
- There will be no volume/voice recordings of any drivers, and no listening to conversations via the recording system.
- The Company will review videos sent to our managers when the third party administrator identifies a potential movement/safety issue that sets the camera off (to record a possible incident). Exceptions are noted in the LOU for Seat Belt use in commercial vehicles dated 4-30- 2024 and the LOU for Cell Phone use in commercial vehicles dated 4- 30-2024.
- Except for legal violations, there will be no discipline issued due to behaviors or actions observed in videos from vehicle cameras.

This LOU will expire on the same date as this Collective Bargaining Agreement, which is 4-30-2028.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
Date