

THIS AGREEMENT is made and entered into this 29 day of October 2021, by and between the INDEPENDENT UNION OF CONCRETE HANDLERS, DRIVERS AND OPERATORS, the exclusive representative of the employees of the Employer more specifically described in Article I hereof, and JACK B. PARSON READY MIX CONCRETE.

ARTICLE 1- RECOGNITION

It is the intent and purpose of the parties hereto to set forth herein the agreement covering the rates of pay, hours of work and other conditions of employment to be observed between the parties hereto for all Ready-Mix employees in Utah, Wasatch, Summit, Salt Lake, Tooele, Davis, Weber, Box Elder, Cache, Bear Lake (Idaho) and Caribou excluding office/clerical employees, guards, supervisors and professional employees as defined in the National Labor Relations Act.

ARTICLE 2 - SENIORITY

On the first day of the month after an employee completes ninety (90) calendar days of employment, the employee shall acquire bargaining unit seniority rights and such seniority shall be retroactive to employee's first date worked. Until this time, the employee shall be considered probationary and retention as an employee shall be entirely at the discretion of the Company.

Seasonal and part-time employees do not gain seniority.

Seniority will be forfeited in the event an employee quits (for a period longer than thirty days), retires, becomes a seasonal or part-time employee, or is discharged. Seniority otherwise will be accrued for all continuous employment with Jack B. Parson Ready Mix Concrete after the first date worked. An employee subjected to a seasonal reduction-in-force (RIF) and recalled within six months will have seniority rights restored as of the day of lay-off. An employee may volunteer for a seasonal reduction-in-force (RIF) and such requests will not be unreasonably denied.

If a position is available, a driver may request a reassignment (transfer) to that plant, and seniority will be retained. Reassignment requires a two (2) year commitment.

Seniority will be the controlling factor when making reduction-in-force (RIF) and recalls in the event the employee's knowledge, skill and ability to perform the work are otherwise equal. Seasonal RIFs will be first by volunteer and-then by plant seniority.

Permanent RIFs (typically due to economic slowdown)- will be based on regional seniority.

If a driver leaves the organization for longer than thirty (30) days all seniority and benefits will be forfeited.

Regions defined as all plants within the following counties (plants in operation as of the beginning date of this agreement are listed in parenthesis).

REGION 1: Spanish Fork, Point South, Point West and Cedar Pass.

REGION 2: Beck Street, California Avenue and West Valley.

REGION 3: Brigham City, Wilson Lane, South Weber and Kaysville.

STAND ALONE PLANTS: Heber City and Park City, Smithfield, Dingle, Soda Springs and Bauer.

ARTICLE 3 — CALL OUT

In general, driver call-out times will be scheduled in accordance to assigned plant seniority in accordance with applicable federal and state Driver Hour of Service Regulations.

When a plant is not scheduled to operate one or more full day due to seasonal slowdowns, repairs, maintenance, bad weather, lack of work, etc. Drivers assigned to the non-operating plant will temporarily be combined with drivers at the plant that is scheduled to operate in their assigned plant's place. Call-out times will then be scheduled according to the new combined driver list by seniority and in accordance with applicable federal and state Driver Hour of Service Regulations.

Dispatch will schedule and assign orders to plants in the most efficient manner possible based on plant availability, plant capacity, quality, specific equipment requirements, and customer service.

Dispatch may deviate from the call-out provisions outlined above and drivers may be called-out-of-seniority in the following instances:

- To comply with applicable federal and state Driver Hours of Service Regulations.
- To accommodate specific requirements based on seniority. .
- To efficiently carry-out driver training.
- To efficiently carry-out safety training and mentor meetings.

Drivers who fail to call in or report to work as scheduled will be moved to the bottom of the call-out on the following day.

Management reserves the right to move drivers who regularly violate attendance standards or are habitually late to the bottom of the seniority list for a period of thirty days during which time performance will be evaluated for improvement.

Drivers assigned to non-centrally dispatched plants may mutually agree with management to vary from the call-out procedures identified in this article.

A driver may voluntarily relinquish his/her seniority position and fall to the bottom of the seniority list.

In the event a driver elects not to participate in scheduled early morning pour, the drivers should advise dispatch prior to 12:00 noon or 30 minutes after notification of early morning pour if they want to go to the bottom of the call-out on the following day. Dispatch will provide the call-out 10 hours prior to start times, with no more than one revision; dispatch will provide direct-to-driver calls for revisions thereafter.

Due to the constantly changing status of orders due to both inclement weather and changing customer schedules, assigned call-out-times may not be finalized until 10:00 AM once a driver is been notified the same day, that he or she needs to report to work after 10:00 and is then called off prior to reporting to work, 2 hours pay will be provided; therefore drivers are required to be available until 10:00 AM each day.

All efforts will be made at the end of the day or as orders are nearing completion to release drivers in this order;

- a. Drivers that are nearing their Hours-of-Service limits
- b. Drivers that are scheduled to work on Saturday
- c. Drivers by seniority

ARTICLE 4 — SATURDAY CALL OUT

- 1) Drivers will be assigned to a Saturday Rotation Schedule (A, B, C) by plant and randomly to create a balance of seniority in each rotation pool. Each anticipated Saturday of work will be assigned so that an entire letter group(A,B,C) must be available to work. The other letter groups will be guaranteed off unless a large placement pour (more than 500 yards) is scheduled. If a driver would like to schedule a Saturday off which falls on their assigned week, they must find a volunteer replacement driver from another letter group. The driver must also notify dispatch by Tuesday at noon of their scheduled week, who will be their replacement driver. If a driver needs a replacement after Tuesday at noon, they must first get a managers approval before finding a replacement and notifying dispatch. Dispatch will adjust the ABC lists and notify drivers of changes to maintain balanced Saturday lists as changes occur within the driver pools at each plant.
- 2) Drivers (including those assigned in the rotation) may volunteer to drive on a Saturday by calling dispatch by 5:00pm Thursday or prior to Saturday's callout being completed.
- 3) Saturday call-out times will be assigned in reverse seniority and according to applicable federal and state Driver Hour of Service Regulations and comprised of a driver pool made up of:
 - a. VOLUNTEERS based on eligible driver hours available to drive
 - b. Drivers that have worked 66 hours or greater during the week will not be included in that week's Saturday rotation schedule.

- 4) Drivers who have volunteered AND assigned rotation drivers are responsible to call the call-out to verify Saturday call-out.
- 5) Part-time drivers may volunteer to drive Saturdays, but MAY NOT TRADE with another driver. Scheduled or required available drivers cannot volunteer to cover another scheduled or required available drivers rotation.
- 6) When a driver is approved for paid-time-off that coincides with their assigned rotation Saturday, the driver will find a replacement and notify dispatch.
- 7) In the event of a large placement pour over 500 yards, requiring more than the scheduled rotation driver pools, all drivers must be available to work unless previously scheduled off and approved.
 - a. Two weeks' notice will be given on large placement projects.
 - b. Whenever possible, forced in drivers will have the option to leave first.
- 8) All efforts will be made at the end of the day or as orders are nearing completion to release drivers in this order;
 - a. Drivers that are nearing their Hours-of-Service limits
 - b. Drivers that were forced in on large placement projects
 - c. Drivers that volunteered
 - d. Drivers by seniority

CALLOUT PROCEDURES

- 1.) Volunteers within sister plant
- 2.) Volunteers willing to work will be permitted to drive their assigned truck
- 3.) Rotation drivers by complete letter group and reverse seniority
- 4.) Off rotation drivers forced in as needed for scheduled and notified large placement pours by reversed seniority.

Sister Plants are defined as;

Wilson Lane, Kaysville, Brigham and South Weber

Heber City and Park City

Beck Street, West Valley and California

Spanish Fork, Point South, Cedar Pass and Point West

ARTICLE 5 - REPORTING TIME

All drivers are required to call the call-out recording or dispatcher one-hour prior to their previous-evening scheduled call-out time to confirm their assigned time. When a driver reports for work but is not loaded, two (2) hours of work will be provided. When a driver reports for work and is loaded, four (4) hours of work will be provided. If an employee is permitted to leave prior to completing the work provided as outlined above, the employee will only be paid for time actually worked. Failure to confirm call-out time by calling the call-out recording or dispatcher one-hour prior to their previous-evening scheduled call-out time will result in a loss of "show-up time".

ARTICLE 5.1 FAILURE TO REPORT TO WORK

Unscheduled Absences:

2nd unscheduled absence, you will be moved to the bottom of the callout for 3 days, and have a performance review with your direct supervisor. If this occurs on a Saturday you will be moved to the bottom of the callout for 5 days.

3rd unscheduled absence, you will be moved to the bottom of the callout for 5 days and have a performance review with your supervisor. If this occurs on a Saturday, you will be moved to the bottom of the callout for 10 days.

4th unscheduled absence, you will be left off the callout and will be required to have a performance evaluation with your Plant Manager and Operations Managers. You could be moved to the bottom of the callout for up to 30 days.

In the event you have a no call / no show, you will be required to have a performance review with your Plant Manager and Operation Managers. You will not be scheduled for work until this review has taken place. After the review and it is the decision to continue your employment, you will be on the bottom of the callout for 30 days.

A direct supervisor has the authority to excuse an unscheduled absence. If the driver has an excused absence and notifies dispatch by noon that day, the driver will not be moved to the bottom of the call out for the next day.

Reporting to work late:

Once an employee has been late 5 time or more, the driver will be moved to the moved to the bottom of the callout and performance review will determine the length of time on the bottom of the call out.

Once a driver has been late 10 times or more, you will be moved to the bottom of the callout for 30 days, and a performance review will be conducted to determine the continuation of employment.

ARTICLE 6 — PAID TIME OFF (PTO)

Employees will be paid for earned Paid Time Off (PTO) vacation as it is used OR will receive a lump sum payment for unused Paid Time Off (PTO) as of the close of the November accounting period or as of the date an employee is subject to a seasonal reduction-in-force. There is no paid sick leave; however, an employee may choose to use Paid Time Off (PTO) in the event of sickness. Employees, at their option, may choose to use Paid Time Off (PTO) when they do not work because of inclement weather. With a manager's and dispatch approval, a driver may elect to take a day off and not submit for PTO and these approved days will not count against allotted days off. Employees are not eligible to receive Paid Time Off for a single Saturday.

Paid Time Off (PTO) will be accrued in the current year (at 1500 hours a year) for use in the following year and will be awarded as of the first MONDAY in each calendar year.

0 — 2 Years . .027 hours per hour worked up to 40 hours (5 days) per year

3 — 7 Years . .0533 hours per hour worked up to 80 hours (10 days) per year

8 — 14 Years . .080 hours per hour worked up to 120 hours (15 days) per year

15 + Years . .107 hours per hour worked up to 160 hours (20 days) per year

In order to schedule and use earned Paid Time Off (PTO):

- 1) Employees may not request to schedule more than their eligible Paid Time Off (PTO) more than 2 weeks in advance.
- 2) Not more than 10% of a plant's work force may concurrently use Paid Time Off (PTO). Paid Time Off (PTO) requests will be considered and assigned as follows:
- 3) January 1, to February 1, by plant seniority
- 4) After February 2, will be given by order of the request.
- 5) If Paid Time Off (PTO) must be granted to one of two or more requesters, the decision will be based on:
 - i) The requester who has used Paid Time Off (PTO) less recently OR
 - ii) Seniority

Employees who leave the employment of the company for any reason will be paid for unused Paid Time Off (PTO) at time of separation.

Anniversary years of service will be counted continuously while working for the company or its affiliates except when an employee resigns or is discharged. If an employee resigns or is discharged and is later rehired by the company, his hire date will be reset to the new hire date

ARTICLE 7 - PAID HOLIDAYS

Employees covered by this agreement shall receive paid holidays according to the schedule provided below:

5 paid per year in the First Anniversary year of employment

7 paid per year in the Second year of employment.

9 paid per year in the Third Anniversary of employment and every year there-after.

CONDITIONS:

- 1) The eligible employee must work his/her scheduled day prior to and following the holiday to be eligible for holiday pay, except in the case of approved absence or vacation.
- 2) If paid holidays occur during scheduled vacations, your vacation will be extended by those holidays.
- 3) Employees are not eligible for holiday pay while on leaves of absence or not working due to a reduction in force.
- 4) Holidays falling on Saturday or Sunday will be taken on Friday OR will be scheduled at the beginning of the year to coordinate with school schedules.
- 5) Holidays will be determined chronologically AFTER an employee qualifies for holiday pay. No back pay for paid holidays will be given.
- 6) Holidays will be paid at a rate of 8 hours of the employee's base wage rate and paid holiday time will count towards the forty-hour limit required for overtime pay.
- 7) If requested to work a holiday, employees will be paid normally for that holiday PLUS holiday pay OR may schedule another paid day off with dispatch (the 10% scheduled paid time off limit per area will apply).
- 8) Paid holidays will include: New Year's Day, Memorial Day, July 4th, July 24th, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas and a "Floating Holiday".
- 9) Anniversary years of service will be counted continuously while working for the company or its affiliates except when an employee resigns or is discharged. If an employee resigns or is discharged and is later rehired by the company, his anniversary year will be reset to zero.

ARTICLE 8 - PAY RATES

Effective June 01, 2021 drivers will receive a wage increase of 6% on their base wage. On June 01, 2022 drivers will receive a wage increase of 4% on their base wage. On June 01, 2023 drivers will receive a wage increase of 4% on their base wage.

Retro pay for 2021 wage increase will be calculated and paid within 30 days of the contract being signed and executed by both parties.

Employees required to work on "Certified" payroll jobs will be paid at the wage scale indicated in the specific job contract.

For those drivers that elect to Complete and Pass the National Ready Mix (NRMCA) Concrete Delivery Professional Certificate program including pre trip inspection will receive an additional of \$0.50. The employee will bear the cost of the certification.

Safety Engagement Incentive Program

In the event that the company discontinues the Safety Engagement Program, or if the incentive opportunity available under such program is reduced below two percent (2%) of gross pay, then the one percent (1%) cost-of-living increase amount will be reinstated as an increase to hourly wage rate.

ARTICLE 9 — TRAINEE AND APPRENTICE DRIVERS

The company will establish pay rates for trainee drivers (new commercial drivers or drivers new to the concrete industry) for the first ninety (90) days of employment.

Apprentice drivers (drivers with more than ninety (90) days but less than one (1) year of employment) will be paid at 85% of the driver pay rate established in this agreement until their first anniversary of employment.

Drivers may request a review of their apprentice pay rates after six months of service. The company reserves the right to determine the applicability of the trainee and apprenticeship wage rates.

ARTICLE 10 - HOURS AND OVERTIME

All hours worked over forty (40) hours in any work week shall be paid at the rate of time and one-half. Sundays shall be paid at the rate of time and one-half. Paid time off will be paid at the rate of eight (8) hours at the employee's base hourly wage rate and will not count towards the forty (40) hour overtime time requirement. Holiday pay will be paid at the rate of eight (8) hours at the employee's base hourly wage rate and shall count towards the forty (40) hour overtime time requirement.

ARTICLE 11- YARD & PLANT DUTIES

Drivers may be assigned normal yard or plant duties and shall receive their regular driver's rate of pay for such work performed. Any employee shall receive pay hereunder for the hours actually worked if he elects to leave the yard.

ARTICLE 12 – BREAK PERIODS

Dispatch may direct that employees take an unpaid break period of up to 30 (thirty) minutes between the 4 & 1/2 and 7 & 1/2 hours of duty.

If an employee is requested to work through said break period, the employee will be paid at their regular wage rate. Dispatch will accommodate employee requests for 1 (one) hour unpaid lunch periods as daily schedules permit.

ARTICLE 13 – EARLY RETIREMENT HEALTH CARE COVERAGE

A full-time employee retiring after attaining age sixty (60) with 1,000 hours worked in each of twenty (20) years of service will be granted extended COBRA coverage up to Medicare eligibility or five (5) years whichever comes first. This coverage will also be extended to the eligible employee's spouse. A dependent spouse of retiree qualifying for post-retirement health care benefits may remain covered under the chosen portion of the plan until the earlier of the date on which the dependent spouse reaches the age of Medicare eligibility, or the dependent spouse has been covered on postretirement health care benefits for five (5) years beyond the date the qualifying retiree reaches the age of Medicare eligibility.

In the event that an employee or their spouse chooses this option, they will be able to carry over their available HSA balance to be used for COBRA premiums and expenses as an HSA Spend-Down. They will also receive the applicable plan year HSA company contribution throughout the COBRA period as long as the HSA remains in place. If the HSA plan is replaced by another plan, there would still be a post-retirement option for COBRA continuation per the eligibility requirement listed above.

ARTICLE 14 – COMMUNICATION MEETINGS

As needed, management will organize communication meetings at which IUCH representatives can meet with management to discuss any issues needing resolution.

ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE

A grievance shall be limited to a claim by the aggrieved employee, the Union, or the Employer that the terms of this Agreement have been violated, misapplied or misinterpreted.

Every effort will be made by the employees and their representatives to settle alleged grievances through the immediate supervisor involved. If not and no settlement can thus be affected within five working days after filing, the following procedures shall be followed.

If, in the opinion of the Union, the grievance merits further action, a written grievance will be presented by the Union to the Management of the employee involved, within five working days after filing.

The representative of the Employer shall give its decision on the alleged grievance within five working days after a hearing has been held, and if no settlement can thus be effected, then the matter shall be referred to the Arbitration procedure set forth herein.

All grievances as defined above that cannot be settled by the representative of the Employer and the Union within a period of thirty (30) days from the date the grievance is called to the attention of the other party in writing may be submitted for final and binding arbitration in accordance with the procedures set forth below.

In the event that the grievance cannot be resolved within the thirty (30) day time limit set forth herein, the United States Conciliation Service shall be requested to submit a panel of five (5) established arbitrators from the states of Idaho, Utah and Colorado. Both the Employer and the Union shall have the right to strike two names from the panel submitted by the United States Conciliation Service. The remaining name on the panel shall automatically become the impartial arbitrator. This selection of the impartial arbitrator shall be made within seven (7) working days after the Employer and the Union cannot reach an agreement resolving the grievance. It is understood and agreed between the parties to this Agreement that the arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

The expense of the arbitrator shall be shared equally between the Employer and the Union.

All grievances as defined herein shall be adjusted and settled in the manner provided in this Article. The Union and the Employer, respectively, agree that there shall be no stoppage of work, either by the primary strike, a sympathy strike, or lockout because of any other matter not directly involving the Union and the Employer; provided, however, that this shall not be binding upon one party if the other shall have failed or refused to comply with the grievance procedure hereunder or any decision or award of the arbitrator made hereunder.

ARTICLE 16 - MANAGEMENT RIGHTS

It is understood and agreed that the Employer has the undisputed right to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Nothing contained in this Agreement shall be deemed to obligate the Employer to continue to operate any of its plants or properties.

ARTICLE 17 — RETIREMENT PLANS

The company will provide the CRH Americas 401(k) Retirement Plan for eligible members of the Independent Union of Concrete Handlers, Drivers, & Operators who are not covered under other agreements, who work on certified jobs, or who are not covered under contracts which pay pension contributions directly to the employee.

The Company will make 401(k) contributions as follows to eligible employees (participants in the Jack B. Parson Companies Hourly 401(k) Plan as of 2/4/2004 or employees who have completed one calendar year of service with at least 1,000 hours worked during the year):

- The company will make Matching Contributions to the Plan in an amount equal to 100% of the first 5% of non-Davis Bacon Earnings employees contribute each calendar year. The company will make its matching contributions within 15 working days of the close of the accounting period of the prior month.
- Regardless of 401(k) participation, the company will make an additional contribution of 6% of non-Davis Bacon annual compensation to eligible employees who have completed 1,000 hours of service during the calendar year for which the contribution is being made

ARTICLE 18 - TERMINATION OF EMPLOYMENT, WARNINGS, AND MISCONDUCT

The Union recognizes that Jack B. Parson Companies has the sole right to direct and control its work force and where it deems necessary, to discipline and/or discharge employees for cause. However, no employee will be discharged without the employee having been given at least one (1) written warning notice wherein the grounds for the warning notice are clearly set forth.

No warning notice need be given to an employee before he is discharged if the cause for such discharge is:

- A) Theft or dishonesty fraud or falsification in any form or degree (including timecards);
- B) Drunkenness or being under the influence of illegal drugs while on duty, on company property or work sites, or in company vehicles/equipment;
- C) Recklessness;
- D) Gross negligence while on duty resulting in a serious accident or major financial loss, negligence in observing company safety regulation, or failure to report on-the-job injuries;
- E) Carrying unauthorized passengers;
- F) Gross insubordination or physical assault on another employee;
- G) Selling, transporting, or using illegal drugs while on duty, on company property or work sites, or in company vehicles/equipment;
- H) Willful, wanton, or malicious damage to the company's property or reputation;
- I) Failure to report to work for two (2) consecutive days without notifying supervisor;
- J) Abuse of company owned property or equipment;
- K) Impaired driving or operating company equipment while unfit for duty.

ARTICLE 19 - TERM OF AGREEMENT

The term of this agreement shall commence on August 1, 2021 and shall continue until May 31, 2024, and for additional periods of one year thereafter. Should either party, at the end of any of the terms of this Agreement, desire to terminate, amend or modify any portion of any of the terms hereof, it shall notify the other party in writing of such desire.

Such notice shall be given not later than the May 1, 2024, or thirty (30) days prior to the end of any subsequent annual extension thereof. If such notice is not given within said period of time, this Agreement shall automatically renew itself for an additional period of one (1) year as herein provided.

Negotiations between the parties pursuant to the notice as hereinbefore provided shall commence after the expiration of a reasonable time from the date of this first notice given and shall continue until agreement is reached.

All negotiations required by this Article shall be given by United States mail to the office of the other party, with return receipt requested, the use of email or hand delivered with receipt acknowledgement.

ARTICLE 20 - FINAL AGREEMENT

This Agreement will be considered the final agreement between the parties and supersedes any written or oral contracts.

IN WITNESS WHEREOF, said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

INDEPENDENT UNION OF CONCRETE
HANDLERS, DRIVERS AND OPERATORS

 Signature
Michael Ford Print Name
10-29-21 Date

 Signature
Jose Gonzalez Print Name
10/29/21 Date

JACK B. PARSON COMPANIES

 Signature
Derrick Pack – Vice President
10-29-2021 Date