

K# 9458



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TYK AMERICA, INC.

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION,
AFL-CIO-CLC
ON BEHALF OF LOCAL UNION 5852-17**

JULY 1, 2011

THROUGH

JUNE 30, 2016

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AGREEMENT

This Agreement, dated the 1st day of July, 2011 is by and between TYK AMERICA, INC. (the "Company") and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, on behalf of its Local Union No. 5852-17 at Large, Pennsylvania (the "Union").

ARTICLE I INTENT AND PURPOSE

1.1. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between all the employees who are covered by this Agreement and the Company, to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto, and to provide a procedure for prompt and equitable adjustments of alleged grievances to the end that there shall be no interruptions or impeding of work, work stoppages or strikes, or other interference with production during the life of this Agreement.

1.2. If for any reason any Article or Section of this Agreement is held invalid by any Court of proper jurisdiction, such decision shall not effect the validity of the remaining portions of the Agreement.

ARTICLE II RECOGNITION, MAINTENANCE AND CHECKOFF

2.1. The Company recognizes the Union as the exclusive bargaining agent for all employees covered by the Agreement. "Employee", where used in the Agreement, applies only to hourly paid production and maintenance employees employed by the Company at its Large, Pennsylvania facility, and shall not include foremen, assistant foremen or supervisors in charge on any class of labor, clerical or salaried employees, draftsmen, chemists and laboratory workers, and watchmen and guards as defined under the National Labor Relations Board. However, the Company retains the right to staff the quality Control Section with either salaried people or with bargaining unit people as needed, at its sole discretion.

2.2. In the event that the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, of which Local No 5852-17 is a part, should at any time hereafter change its name, reorganize, unite, affiliate, consolidate or merge with any other AFL-CIO organization or organizations, the Agreement shall nevertheless remain in full force and effect.

2.3. It shall be a condition of employment that all employees covered by this agreement who are members of the Union on the execution date of this Agreement shall remain members in good standing, and any employee who joins the Union subsequent for the execution date of the Agreement shall remain a member in good standing for the duration of the Agreement. Those covered employees who are not members of the Union, those hired after such date shall, as a condition of employment on and after the 31st day of the signing of this Agreement or upon completion of thirty (30) consecutive days of employment, whichever comes first, become and remain members in good standing for the duration of this Agreement. An employee shall fully satisfy the requirements of this Section by tendering initiation fees, dues, and assessments as requested by the International Secretary Treasurer.

2.4. The Company will make payroll deductions of any dues or nonrecurring initiation dues of the Union. Such deductions shall be made on the first pay day of each month, immediately following the receipt of a voluntary individually signed checkoff authorization card from the employee and/or employees concerned and shall be irrevocable in each case for the period of one (1) year from the date of signature or the termination of the Agreement, whichever is the sooner. All money so deducted by the Company shall be remitted to the Secretary-Treasurer of the International Union with a copy of the transmittal letter forwarder to the Financial Secretary of the Local Union to the addressee provide by the Union.

2.5. The Union agrees to indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that shall arise out of or by reasons of any action that shall be taken by the Company for the purposes of complying with this Article.

ARTICLE III NO DISCRIMINATION

3.1. It is the continuing policy of the Company and the Union that the provisions of the Agreement shall be applied to all employees without regard to race, color, religious creed, national origin or sex.

3.2. Any reference in this agreement to either the male or female gender shall be considered interchangeable and applicable to both.

3.3. The Union reserves the right to appoint a Steward from among the employees. A Steward shall not leave his job without the approval of his supervisor. In the performance of their Union duties, neither Steward nor any Union Officer shall interfere in any way with production.

3.4. There shall be no Union activity on Company time, in working areas or in such a manner as to interfere with operations.

ARTICLE IV STRIKES AND STOPPAGES

4.1. No strike (including sympathy strikes or honoring picket lines, individually or collectively), stoppage of work, slowdown or walkout by the Union or any employee or group of employees covered by this Agreement, and no lockout by the Company, shall occur during the term of this Agreement or any extension thereof. Picket lines placed by other unions shall not be honored by the employees covered by this Agreement.

4.2. The unions shall, in the event of the occurrence of any activity contrary to Section 4.1, undertake its best efforts to prevent or end such action. The Company will exercise its responsibilities as to the disciplinary action to be taken against the participants in any activity in violation of the Article up to and including discharge for just cause, subject to review under the provision of Article VI, "Grievance Procedure" as to the facts of participation by the employee.

4.3. If for any reason whatsoever, there should be a stoppage of work, including a stoppage of work resulting from the failure of the parties hereto to reach a new Agreement on or before the termination of the Agreement, or any renewal thereof, employees will complete the continuous

operations then underway in order that the work in process will be completed without resulting loss or damage. No less than five (5) days prior to the termination date of this Agreement the negotiating committee will discuss and determine the status of any extension of this Agreement.

ARTICLE V RIGHTS OF MANAGEMENT

5.1. The management of the Company and the direction of the working forces are vested exclusively with the Company. Except where expressly abridged by a specific provision of the Agreement the Company retains the right to direct, plan and control plant operations; to discipline and discharge for just cause; to hire, layoff, and promote; to schedule; to promulgate rules and regulations; to determine the number of employees and the duties to be performed; to assign duties to the work force; to organize, discontinue, enlarge or reduce a department, function or division; to create or discontinue job classification; to assign or transfer employees from job-to-job or department-to-department as operations may require; to contract and subcontract for work; to introduce new and improved facilities or equipment; to carry out ordinary and customary functions of management. Matters of inherent managerial policy are reserved exclusively to the Company. The above rights are set forth by way of example and not by way of limitation and are not limited by prior practices at the plant.

5.2. The Union, for itself and on behalf of all employees, agrees to cooperate with the Company to attain and maintain maximum productivity and full efficiency. It is understood and agreed that employees shall comply with Company Rules and Regulations and that employees will be required to perform all duties assigned.

5.3. It is not the intent of the Company that supervisors will deprive employees covered by this Agreement of available work. It is the principal function of a supervisor to direct employees in their activities. In the performance of his duties it may become necessary from time to time for a supervisor to help out in emergencies or breakdowns (as soon as feasible the Union will be advised on the nature of the emergency or breakdown), to instruct or train an employee, and/or to perform work of an experimental nature. The Company retains the right to use salaried employees to perform experimental and research work. The Company may assign a member of a

crew as the Crew Leader who shall perform such paperwork responsibilities as assigned and provide non-supervisory assistance in maintaining the flow of the work and product quality until a supervisor is notified in the case of a problem.

5.4. Nothing in the Agreement shall be interpreted to restrict the right of the Company to contract for services of independent contractors, nor shall this Agreement be interpreted to restrict the right of the Company to employ specialists from outside its regular plant organization provided bargaining unit employees are unable or unavailable to perform such work.

ARTICLE VI GRIEVANCE PROCEDURE

6.1. Should any dispute arise between the Company and the Union or employees or should any trouble or strike of any kind or refusal to report to work arise at the Plant, the Grievance Committee shall meet with the Company and make an earnest effort to adjust all grievance and disputes arising between the Company and the Union during the life of the Agreement.

All grievances and disputes shall be handled in the following order:

Step 1: The grievance shall, within five (5) working days after its occurrence, be presented first to the foreman in the department where it arose by the employee(s) and/or Committeeman involved. The foreman shall give his answer to the grievance to the employee within forty-eight (48) hours.

Step 2: If the grievance is not satisfactorily resolved by Step 1, the employee and/or committeeman shall take the matter to the appropriate Grievance Committee members who may present the grievance in writing to the Plant Manager within five (5) working days after the foreman's answer was given in Step 1. The grievance shall be presented to the Plant Manager on the standard grievance form. The Plant Manager then shall arrange with the Chairman of the Grievance Committee to meet and discuss the grievance with the Committee at their earliest mutual convenience or, failing agreement to a date for a meeting, at a date set by the Company within ten (10) working days after receipt of the written Step 2 grievance. The Plant Manager shall then give his answer in writing to the grievance to the Chairman within five (5) working

days after the close of the meeting. Two (2) copies of each grievance report shall be given to the Union.

Step 3: If the grievance is not satisfactorily resolved by Step 2, the Chairman of the Grievance Committee may, within ten (10) working days after receipt of the Plant Manager's reply, request him to place the matter on the agenda for consideration at the next regular monthly meeting between the Director of Manufacturing and/or his representative and the Grievance Committee, together with the International Representative of the Union.

Step 4: If the grievance is not resolved at the Step 3 meeting or writing seven (7) working days thereafter, the Union may, within fifteen (15) working days after the close of the meeting process the grievance to arbitration by an Arbitrator selected from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service. The panel shall be limited to members of the National Academy of Arbitrators. The Arbitrator's award shall be based on the terms of this Agreement and may not add to, or subtract from or change in any way the terms and provision of the Agreement. The Arbitrator's fees and expenses shall be shared equally by the Company and the Union.

6.2. All time limits are mandatory unless waived by mutual written agreement.

6.3. The Union may designate a Grievance Committee of not more than three (3) members, including the President of the Local Union. However, if the Committee deems it necessary, it may request the appearance at a Step 2 or 3 meeting of a Grievance Committeeman or up to three (3) employee-witnesses directly involved in any grievance.

6.4. In all cases of suspension and discharge, the employee and the Steward or Committeeman shall be notified in writing within twenty-four (24) hours if feasible. An employee who believes that just cause does not exist for his suspension or discharge may have the Union process a grievance as provided for under Step 2 of the grievance procedure set forth in Section 6.1 of the Agreement and shall consider this discipline notice to be the "foreman's answer" therein referred to. In discharge cases, Union notice of intent to appeal the Step 2 decision of the Plant Manager to Step 3 of the grievance procedure must be given within seven (7) working days of the discharge or the matter shall be considered closed and not subject to further appeal.

ARTICLE VII HOURS OF WORK

7.1. The normal workday shall consist of either eight (8) consecutive hours of work, exclusive of lunch time, during any twenty four hour period, and the normal workweek shall be forty (40) hours of work in any seven (7) day period consisting of a schedule of five (5) consecutive eight (8) hours work days. While the Company will, during those periods of reduced production when only forty (40) hours of work is scheduled, make a conscientious effort to schedule this work in five (5) consecutive eight (8) hour work days, the Company retains the right to schedule the available work in the most efficient and productive manner.

7.2. Time and one-half (1½) shall be paid for all hours actually worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. Overtime shall not be duplicated or pyramided. For purposes of the computation under this Section, when an employee is injured on the job, the remaining regularly scheduled hours of his shift on the day of injury shall be included for the limited purpose on determining whether other hours actually worked on that day or in that week shall be paid at the premium rate.

7.3. Callback Pay. An employee called back to the plant for more than fifteen (15) minutes after the completion of the full regular shift and before the scheduled starting time of his next regular shift shall be paid no less than two (2) hours pay for the work performed.

7.4. Reporting Pay. If an employee is ordered out to work and after reporting there is no work for him, he shall receive four (4) hours pay at his regular hourly rate unless the work cannot be provided due to strikes, work stoppages in connection with labor disputes, failure of power or utilities or act of God or unless the Company gives notice to the employee or member of his household prior to the scheduled starting time that the employee should not report. The Company shall have the right, however, to furnish the employee with at least two (2) hours on any job in the plant.

7.5. The Company shall have the right to require overtime not to exceed twelve (12) hours in any one workweek and to select the employee it deems most qualified for the necessary overtime work. When all relevant factors are equal the most senior employee shall be asked. Overtime

work normally will be assigned to the incumbent on the job on that shift when the overtime is to be worked contiguous to the shift and is expected to be of three (3) hours or less duration.

7.6. Nothing in this Article is to be construed as a guarantee to any employee of hours of work per day or per week.

7.7. For purposes of computing overtime hours worked with a week in excess of forty (40) hours, employees shall be credited but not paid for hours lost from their regularly scheduled shift for the following: 1) hours spent in contract negotiations with the Company representatives; or 2) unworked holiday hours.

7.8. The Company shall schedule one ten (10) minute rest period for each employee during each designated shift. The rest period shall be scheduled at the discretion of the Company and the rest period may be interrupted by emergencies or other operational requirements.

ARTICLE VIII RATES OF PAY

8.1.a. The hourly wage rate shall be as follows during the term of this Agreement:

New hire	\$11.15
After 6 months	\$13.35
After 18 months	\$14.00
After 36 months	\$14.65
After 48 months	\$15.90

8.1.b. Incentive payments will be made in accordance with the Plan described at Appendix A.

ARTICLE IX VACATION

9.1. Each employee upon completion of one (1) or more years of continuous service with TYK AMERICA, INC. including for purposes of this Article prior unbroken service with Swank Refractories Company by an employee on the seniority lists as of the execution date of this 2007-2008 Agreement shall become eligible for vacation with pay each calendar year thereafter as more specifically set forth herein.

9.2. Length of vacation and amount of vacation pay to which an employee is entitled will be calculated on the basis of the following schedule:

Years of Service	Vacation Allowed	Hours of Vacation Pay
0 but less than 1	0	0
1 but less than 4	1 week	40
4 but less than 9	2 weeks	80
9 but less than 16	3 weeks	120
16 but less than 17	3 weeks plus 1 day	128
17 but less than 20	3 weeks plus 2 days	136
Over 20	4 weeks	160

9.3. The "week" and "day" referred to above is the standard workweek or workday as defined in Section 7.1 of the Agreement.

9.4. To be eligible for full vacation benefits an employee must have been actively employed during the previous calendar year and actually have worked for a minimum of one thousand two hundred (1200) hours and be actively employed and performing work during the current calendar year. Those employees who worked less than one thousand two hundred (1200) hours during the previous calendar year and are actively employed and performing work during the current calendar year shall receive prorated vacation benefits on the basis of the following schedule.

Hours worked during the Previous Year	Percentage of Full Benefit
1200 hours or more	100
1199 or less but 900 or more	75
899 or less but 600 or more	50
599 or less but 300 or more	25
299 or less	0

9.5. Vacation pay shall be paid on the same pay day that the man would have received his pay for that week if he had worked that week instead of being on vacation.

9.6. Vacations may be taken in periods of one (1) week for those employees with 2 weeks or less of vacation time. Those employees with 3 weeks or more of vacation time may take one week of vacation one day at a time with two weeks notice. The week(s) or day(s) of vacation will be based on seniority and vacation will be granted at the time most desired by the employee.

Final right to allotment of vacation time is exclusively reserved to the Company in order to ensure the orderly operation of the plant.

9.7. In order that employees with the least seniority may have their vacation period determine as early in the year as possible all eligible employees must express their choice of vacation period before April 1st of the vacation year. An employee who has not expressed his choice before this date shall select a period from those remaining or shall be assigned a vacation period by the Company. Employees shall indicate a first, second, and third choice of vacation period to enable the Company to have vacation schedules by May 1 of each year.

9.8. Employees eligible for two (2) or more weeks of vacation may split their vacation on a calendar week basis.

9.9. Employees who volunteer or who are inducted into the Armed Forces of the United States before their anniversary date and who are otherwise eligible for vacation pay shall be paid prorata as outline in Sections 9.3 and 9.5 of this Article.

9.10. Any employee whose employment is terminated by voluntary quit or retirement with at least two (2) weeks notice or by death or disability who would otherwise be eligible for vacation pay nevertheless shall be entitled to prorata vacation pay benefits for the then current year.

9.11. At the request of the Company with employee consent or at the request of the employee with advance approval of the Company an employee may work one (1) or more full weeks of the vacation time off for which he is eligible and receive pay for this vacation time as determined by Section 9.2 in addition to pay due for his hours worked. Vacation time paid under this Section shall not be considered as time worked for overtime or premium pay purposes.

ARTICLE X HOLIDAYS

10.1.a. For contractual purposes the following days shall be considered paid holidays at the Company's Large, Pennsylvania Plant:

New Years Day
 Good Friday
 Memorial Day
 Independence Day

Labor Day
 Thanksgiving Day
 Christmas Day
 Five (5) Personal Holidays

10.1.b. An employee covered by the Agreement who has completed the probationary period prior to May 1st of a calendar year shall be eligible for all personal holidays in that calendar year. In each calendar year any employee who completes the probationary period after May 1st but prior to November 1st shall receive one (1) personal holiday for that calendar year. An employee who does not complete the probationary period prior to November 1st of a calendar year shall receive no personal holidays in that calendar year. The employee shall make a request for personal holidays as far in advance as is possible, but no more than three (3) months prior to the day requested and, in any event, at least two (2) weeks prior to the date requested. The time limits of this section will not be applied in cases of bona fide emergency requiring an employee's absence from work for the full scheduled shift where the reason for the request is of an emergency nature and was not reasonably known to or anticipated by the employee, provided the request can be granted consistent with efficient operating procedures and equitable distribution of the work among the remaining employees without premium pay. Requests for personal holidays on any given date will be granted only to the extent that the granting is not inconsistent with efficient operating procedures and to the extent that appropriate scheduling adjustments can be made. However, the Company will attempt to allow as many employees as possible to use their personal holidays of the first day of Pennsylvania antlered deer season and/or the first day of Pennsylvania antlerless deer season. When the number of requests for personal holidays exceeds the number which will be granted by the Company requests will be given preference in the order received. In cases of requests made on the same day the conflict will be resolved on the basis of seniority.

10.2. If a designated holiday falls on a Sunday the following Monday shall be observed as the holiday. If a holiday falls on a Saturday the preceding Friday shall be observed as the holiday.

10.3. An eligible employee who does not work on a holiday shall be paid eight (8) times his applicable hourly rate, exclusive of overtime premiums; provided, however, that employees who

have specifically agreed to work and employees needed and assigned to report and perform work shall become ineligible to be paid for the unworked holiday, unless they have failed to perform such work because of an approved absence for jury duty, funeral leave, personal holiday, military reserve duty, Union business approved in advance or bona fide illness.

10.4. As used in the Article an eligible employee is one who:

- (a) has been in the employ of the Company three (3) continuous months since his last hire;
- (b) performs work in the thirty (30) calendar days immediately preceding the holiday; and
- (c) works as scheduled both his last scheduled work day prior to and his first scheduled work day following the day on which the holiday is observed unless he failed to do so because of an approved absence for jury duty, funeral leave, personal holiday, military reserve duty, Union business approved in advance, or bona fide illness.

10.5. An eligible employee who would otherwise be entitled to pay for an unworked holiday and who shall be scheduled pursuant to the provisions of Article IX to take vacation during a period when a holiday is observed shall receive pay for the unworked holiday in accordance to Section 10.3 in addition to his vacation pay.

10.6. Employees who perform work on a holiday shall receive one and one-half (1½) times their applicable straight time rate for all hours worked.

ARTICLE XI SENIORITY

11.1. The Company recognizes the principle of seniority governing layoff and recalls when all other relevant factors are equal and for resolving conflicts in vacation scheduling. Seniority shall, however, apply only as expressly provided for in this Agreement. Nothing herein shall be construed as any limitation upon the Company's right to assign and transfer employees from job to job.

11.2. Seniority is defined as the length of an employee's continuous service with TYK AMERICA, INC. since the employee's last date of hire including for purposes of this article prior unbroken service with Swank Refractories.

11.3. Newly hired employees and employees rehired after a break in service shall be considered to be on probation for a period of four (4) months from the last date of hire. During this period of time, the employee may be discharged or be terminated at the will of the Company and such action shall not be subject to the grievance procedure of this Agreement. A probationary employee shall not have any seniority, but upon successful completion of the probationary period, continuous service shall be calculated as of the date of hire.

11.4. Seniority shall be broken by:

- (a) Quit, retirement, or resignation;
- (b) Discharge for just cause;
- (c) Failure to return to work immediately following the end of a leave of absence;
- (d.1) Layoff for a period of one year or for a period equal to the employee's Company seniority, whichever is greater for those employees with less than two (2) years seniority;
- (d.2) Layoff for a period of five (5) years or for a period equal to the employee's Company seniority, whichever is less for those employees with more the two (2) years Company seniority;
- (e) Failure to report for work within ten (10) calendar days from the day after notice of recall after layoff;
- (f) Engaging in other employment while on leave of absence;
- (g) Unexcused absence of four (4) consecutive work days;
- (h) Absence by an employee for a period in excess of five (5) years due to compensable disability; and
- (i) Transfer or promotion out of the bargaining unit for a period in excess of six (6) months.

11.5. The Company shall maintain a seniority list of all employees covered by the Agreement. The list shall be revised and posted on the first work day of January and July and a copy shall be provided to the Union. An employee who believes that his seniority date is incorrect must make an objection in writing within ten (10) days after the list is posted. Otherwise, the employee shall be bound by the information on the list and shall not thereafter be permitted to challenge his seniority date as shown thereon.

11.6. In the event that the Company determines to reduce the workforce, the reduction shall be accomplished on the basis of the employee's seniority, skill, ability, and physical fitness to perform the remaining work available. The reduction shall be in inverse order of seniority in the operations affected with the last man hired to be the first laid off.

11.7. An employee will be given the opportunity to demonstrate his ability to satisfactorily perform the function of the available work. The Company will provide orientation on the job available and the employee must successfully demonstrate the ability to satisfactorily perform the functions of the job within a reasonable period of time.

11.8. Employees who are on layoff shall be recalled to available jobs based upon the same considerations as aforesaid, with seniority the controlling factor when the other factors are relatively equal.

11.9. If an employee is promoted to a supervisory or clerical position and is later reinstated to a position in the bargaining unit, his period of service in the supervisory or clerical capacity shall constitute a part of his continuous service under the Agreement, provided that he has not served in such capacity for more than six (6) months.

11.10. Notice of recall for layoff shall be made by telephone or other means of personal communication, followed by a certified letter to the employee's last known address according to the Company's records. In the event that notification cannot be made by telephone or other means of personal communications, mailing of the certified letter to the last known address shall be considered as notice of recall for purposes of the Agreement. Recalled employees must report for work within ten (10) calendar days after the notice of recall is received by the employee or

within ten (10) calendar days after the notice of recall is returned as undeliverable unless a longer period is mutually agreed upon.

11.11. The Company shall assign senior employees to new and open jobs provided the senior employee has expressed his desire for said position. The employee shall be given a fifteen (15) working day trial period. Upon completion of the trial period management will determine if the employee has demonstrated acceptable ability to perform the required job functions. During the trial period the employee's former job will not be considered to be an open position. In the event that the employee fails to demonstrate acceptable ability to perform the required functions of the job he will be assigned to his former position. Once an employee has met the qualifications of the job his former position will be considered to be an open job. An employee may exercise his right to a new or open job once in any six (6) month period.

11.12. The provisions of this article shall not be construed as any limitation upon the Company's right to temporarily assign or transfer employees from job to job.

ARTICLE XII BULLETIN BOARD

12.1. Bulletin board space shall be made available in the plant upon which notices concerning official business on the Union may be posted. Such notices must bear the official signature or seal of the Union.

ARTICLE XIII LEAVE OF ABSENCE

13.1 a. This Agreement and leaves of absence hereunder shall be applied in accordance with the Family and Medical leave Act and the Americans with Disabilities Act and in the event of conflict between the Company's obligations under those laws and this Agreement, the Company's obligations under the Law shall take precedence. Employees who have completed one (1) year of continuous service shall be eligible for the following leaves of absence:

(1) Military Leave. A leave of absence for the performance of duty with the United States Armed Forces, or with a reserve component, shall be granted in accordance with applicable law.

(2) Pregnancy Disability Act. The Company shall comply with the law governing this act.

(3) Family Medical Leave Act. The Company shall comply with the law governing this act.

(4) Medical Leave. A leave of absence due to medical necessity, including pregnancy related disability, illness or injury, shall be granted for a period of up to one (1) year. An employee requesting such leave shall furnish to the Company certification by a qualified physician confirming the medical disability which makes the employee unable to work. As a condition of reinstatement following a leave of absence for medical disability, the Company may require the employee to provide a physician's statement that he is able to perform all of the duties of his position.

(5) Personal Leave. A leave of absence without pay may be granted for other legitimate reasons upon prior approval for a period of up to thirty (30) days. Such leave shall not interfere with normal operational requirements.

13.1.b. Seniority shall accrue while an employee is on a leave of absence. Except as expressly provided for in the Agreement, all wages and benefits shall cease during the leave.

13.1.c. An Employee who returns to work following a leave of absence will be reinstated to the same or similar position which he held prior to the commencement of leave consistent with Article XI of this Agreement, except if by application of seniority such employee would have been laid off. If there is no job available, the employee will be offered the first available position for which he is qualified to perform in accordance with Article XI of this Agreement.

13.1.d. All requests for leave of absence shall be made in writing to the Plant Manager. Except in an emergency, such request shall be made at least one (1) month prior to the desired leave commencement date. An employee will not be eligible for more that a total of one (1) year medical or personal leave of absence in any two (2) year period.

13.2. Funeral Leave. In case of death in an employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, grandparents, grandchild, sister, brother, children, son-in-law, daughter-in-law, stepmother, stepfather) the Company shall grant an employee who has

completed his probationary period up to a maximum of three (3) consecutive scheduled working days off (through and including the day of the funeral) without loss of pay. Payment will not be made for any of the three (3) days that fall on a Saturday, Sunday, or Holiday. Satisfactory proof of death must be submitted to the Company upon request.

13.3. Jury Duty. An employee who is called for jury services shall be excused from work for those days on which he serves and he shall receive for each day of such jury services on which he otherwise would have worked, the difference between eight (8) times his straight hourly earnings and the payment he receives for jury services to a maximum of forty (40) hours. The employee will present proof of service and of the amount of pay received thereof. This section shall not apply if the employee volunteers for jury service.

ARTICLE XIV SAFETY AND EQUIPMENT

14.1. When, in the opinion of any employee, reasonable protection for health and from injury is not provided, the matter shall be referred immediately in writing to the Safety Committee. The Safety Committee shall not only have the power but the duty to act.

14.2. There shall be a Safety Committee which shall consist of two (2) members appointed by the Union and two (2) members appointed by the Company. The Committee shall make a joint inspection monthly and make monthly reports on conditions of health and safety. These reports shall be available to both the Company and the Union. Nothing herein contained, however, shall prevent the Union from processing a grievance in the usual manner on any matter of health or safety. Employees serving on the Safety Committee shall be paid at their hourly rate for the time spent for making the joint inspection and report during and employee's regular scheduled working hours.

14.3. In the case of Company related medical examination of an employee, the physical findings and x-rays photographs shall be available to the employee. It is understood that the Company shall pay for these X-rays and medical examinations costs.

14.4. The Company will provide adequate first aid equipment and establish a method of prompt treatment for any employee injured in the plant.

14.5. An employee whose glasses are broken : (a) while actually being worn, (b) through no fault of the employee-owner, (c) on Company premises and (d) as a result of and in connection with an accident arising out of the course of their employment, shall be reimbursed for the same by the Company provided the employee was wearing the protection provided and such reimbursement shall also apply to destruction or damage of glass eyes. The Company will provide protection equipment for welder's glasses.

ARTICLE XVI ATTENDANCE AT WORK

15.1. It is recognized by the Company and the Union that it is mutually advantageous to have the plant operate in an orderly and efficient manner and to that effect it is the obligation of all employees to give regular attendance at work.

15.2. Employees required to be absent shall report off before the end of their regularly scheduled shift on the previous working day. It is understood that there are circumstances under which the employees cannot report off the day before due to reasons beyond their control. In such cases the employee shall report off as far in advance of their scheduled starting time as possible, and in any event, at the earliest possible moment, and shall give both the reason for being off and for the delay in so reporting.

15.3. If possible an employee having been absent shall report the date on which he will return before the end of his regularly scheduled shift on the previous working day unless he has advised the Company at the time he reported off.

ARTICLE XVI PENSIONS

16.1. Pension benefits will be available in accordance with the terms of the TYK AMERICA, INC. Hourly Employee's Pension Plan (the "Plan"). The Company will contribute ninety cents (\$0.90) per hour worked on behalf of each eligible participant as defined in the Plan. Each participant will be provided with a Plan Statement once each year showing the value of the participant's accounts. The Union will be provided with a copy of the quarterly Valuation Statement upon its receipt from the Plan Carrier and also be provided with statements showing

the amounts to be contributed on behalf of each participant for each payroll period and with verification of payments to the carrier.

ARTICLE XVII INSURANCE

17.1.a. Subject to Section 17.1.b. below, medical Insurance Benefits will be made available to actively employed employees and to their eligible dependants who have completed their probationary period in accordance with the Company Insurance Agreement currently in effect for hourly employees of the Large, Pennsylvania Plant through the Highmark High Deductible Health Plan (\$2,500/\$5,000) effective July 1, 2011. Employees will, in order to participate, contribute to insurance premiums at the rate of ten percent (10%) of each plan year's premium cost. The cost of the \$2,500/\$5,000 annual deductible will be split between the Company and employees, with the Company paying seventy-five percent (75%) of the deductible on a dollar-per-dollar basis. The Employer will offer a Section 125 Plan for the purpose of allowing employee contributions to be made on a pre-tax basis.

17.1.b. The Employer may change insurance carriers, plan design or model in order to provide cost effective coverage and/or comply with any state or federal mandated healthcare coverage requirements, provided the overall benefit provided by the new coverage, while not identical in all respects, is not significantly diminished overall. Any significant changes made under this paragraph will be discussed with the Union.

17.2. Sickness and Accident Benefits, payable from the first (1st) day of accident, first (1st) day of hospitalization, or eighth (8th) day of illness for a maximum of twenty-six (26) weeks, will be in the amount of three hundred dollars (\$300) per week, subject to the limitations described in the Company Insurance Agreement.

17.3.a. Except as provided for herein, insurance coverages will be provided only to active employees. If an employee is terminated by voluntary quit or discharge for just cause all insurance coverage will cease as of the last day worked. In the case of retirement medical and life insurance coverage will continue until the last day of the month in which retirement occurs.

17.3.b. An employee and his eligible dependants will continue to be covered by the Company Insurance Agreement during periods of layoff for a period not to exceed two (2) months in any one (1) calendar year. Sickness and Accident Benefits will terminate on the last day of the month in which layoff occurs. Life Insurance will be continued by the Company for a total period of six (6) months after date of layoff.

17.3.c. An employee on a leave of absence (as defined under Article XIII of this Agreement) will continue to be covered by life insurance for a period not to exceed six (6) months. Medical insurance will continue through the end of the month in which leave commences except in those cases where the employee applies for and qualifies for longer medical coverage pursuant to a leave granted under the Company's Family and Medical Leave Act Policy.

17.3.d. If an employee with less than two (2) years service is totally disabled medical insurance coverage will continue for a period not to exceed four (4) months. If an employee with more than two (2) years service is totally disabled, medical and life insurance coverage will continue for a period not to exceed six (6) months. An employee determined to be medically unable to work and who has qualified for and is receiving Sickness and Accident Benefits will be considered as totally disabled for purposes of insurance continuation under this Section.

17.3.e. Employees on layoff with recall rights or on leave of absence may continue medical and life insurance beyond the above described periods at their own expense to the extent permitted under the insurance plans by paying the premiums required thereof in advance.

17.3.f. Employees shall be entitled to such conversion privileges as are available under the Plans or as required by law.

17.3.g. Life and Accidental Death and Dismemberment Insurance in effect for active full time employees who have completed their probationary period will be in the amount of \$10,000. In the event of accidental death the amount will be \$20,000. Active employees shall be any full time employee with recall rights.

**ARTICLE XVIII
NATURE OF AGREEMENT**

18.1. The Company and the Union acknowledge that this Agreement represents the result of collective negotiations conducted under and in accordance with the provisions of applicable laws and constitutes the entire Agreement between the parties for the duration of the life of said Agreement, the Union waiving the right to bargain collectively with the Company with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiation preceding the execution of this Agreement. Only those existing practices, terms and conditions of employment for employees which are expressly set forth herein are carried forward for the term of this Agreement.

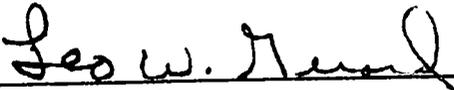
**ARTICLE XIX
TERMINATION**

19.1. This Agreement shall take effect as of July 1, 2011 and shall remain in full force and effect through June 30, 2016, and from year to year thereafter, provided, however, this Agreement may be modified or terminated by either party by written notice served upon the other party at least sixty (60) days prior to June 30, 2016 or at least sixty (60) days prior to June 30 of any year thereafter.

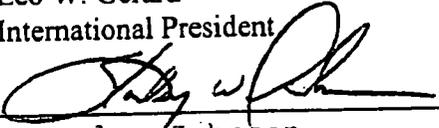
IN WITNESS WHEREOF, the duly authorized representatives and officers of the parties hereby affix their signature to this Agreement intending to be legally bound hereby this 1st day of

July, 2011.

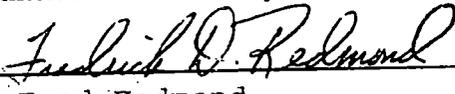
**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
AFL-CIO, CLC**



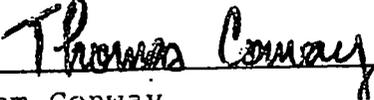
Leo W. Gerard
International President



Stanley Johnson
International Secretary Treasurer



Fred Redmond
Vice President, Human Affairs



Tom Conway
International Vice President, Administration



John P. DeFazio
Director District 10



Linda Breeden
Staff Representative



Mike Chontos



William Trimnal

TYK AMERICA, INC.



President

TYK AMERICA, INC. ♦ LARGE, PA, PLANT
 TRIAL INCENTIVE PLAN
 TENTATIVE AGREEMENT REACHED MAY 26, 2011
 EFFECTIVE JULY 1, 2011

The following TRIAL INCENTIVE PLAN has been mutually developed by the management of TYK AMERICA, INC. and the cooperative effort of the UNITED STEELWORKERS LOCAL UNION 5852-17. It is understood by both parties that, due to either government mandated changes or technology changes or the failure of the Plan to obtain desired results, the Company and the Union may seek to modify or discontinue the Plan. After twelve (12) months, the parties will agree to be available to meet to discuss the progress of the Plan, and neither party will unreasonably withhold meeting. The Plan will remain effective during a two (2) year trial period, starting with the effective date of this Agreement and will continue for consecutive one (1) year periods thereafter, unless either party serves notice prior to the end of the trial period or any later anniversary date of this Agreement, of the intention to meet to modify or terminate the Plan.

An Incentive Payment will be made to each production employee who has completed the employment eligibility period in recognition for exceeding a production goal of 500 ton a month with a yield of 96% to 98%. The Incentive Payment will be paid thirty-one (31) days after the close of the quarter (see attached Incentive Payment amounts by target levels and staffing levels) and shall be based only on Brick, Lance, Block, Bulk Mortar and Brick Mix produced at the LARGE, PA PLANT which has been completed and shipped.

Each employee who has completed the employment eligibility period will receive payment as a percentage of their hourly rate for all hours worked in the quarter (overtime hours will be counted as straight time hours for incentive calculation). Time paid for but not worked are excluded from Incentive Payment.

Eligible base earnings begin to accrue on the hours worked on the pay period following the completion of four (4) months of employment.

Example Wage Rate	Production Level	Hours Worked FTE	Incentive	Quarterly Payment
\$15.00	500	14-18	1.00%	\$78.00
	525		2.00%	\$156.00
	550		3.00%	\$234.00
	575		4.00%	\$312.00
	600		5.00%	\$390.00
	625		6.00%	\$468.00
	650		7.00%	\$546.00

Example Wage Rate \$15.00	Production Level	Hours Worked FTE	Incentive	Quarterly Payment
	500	19-23	0%	0.00%
	525		0.8%	\$62.50
	550		1.60%	\$124.80
	575		2.40%	\$187.20
	600		3.20%	\$249.60
	625		4.00%	\$312.00
	650		4.80%	\$374.40
	675		5.60%	\$436.80
	700		6.20%	\$483.60
	725		7.00%	\$546.00

Example Wage Rate \$15.00	Production Level	Hours Worked FTE	Incentive	Quarterly Payment
	500	24-28	0.00%	0.00%
	525		0.60%	\$43.80
	550		1.20%	\$93.60
	575		1.80%	\$140.40
	600		2.40%	\$187.20
	625		3.00%	\$234.00
	650		3.60%	\$280.80
	675		4.20%	\$327.60
	700		4.80%	\$374.40
	725		5.40%	\$421.20
	750		6.00%	\$483.60
	775		6.80%	\$530.40

Example Wage Rate \$15.00	Production Level	Hours Worked FTE	Incentive	Quarterly Payment
	500	29-33	0.00%	
	525		0.40%	\$31.20
	550		0.80%	\$62.40
	575		1.20%	\$93.60
	600		1.60%	\$124.80
	625		2.00%	\$156.00
	650		2.40%	\$187.20
	675		2.80%	\$218.40
	700		3.20%	\$249.60
	725		3.60%	\$280.80
	750		4.00%	\$312.00
	775		4.40%	\$343.20
	800		4.80%	\$374.40
	825		5.20%	\$405.60