

COLLECTIVE BARGAINING AGREEMENT

Between

DYER QUARRY, 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 6996**

Effective: June 1, 2015 through and including May 31, 2018

TABLE OF CONTENTS

	<u>PAGE NO.</u>
Articles of Agreement.....	1
Article 1 – Intent and Purpose.....	1
Article 2 – Union Recognition.....	2
Article 3 – Wages.....	4
Article 4 – Shop Rules.....	7
Article 5 – Seniority.....	8
Article 6 – Vacations.....	9
Article 7 – Safety and Health.....	11
Article 8 – Grievance Procedure.....	13
Article 9 – Discharge, Suspension and Layoff Cases.....	16
Article 10 – Bulletin Boards.....	16
Article 11 – Management Rights.....	16
Article 12 – Military Service Re-Employment.....	17
Article 13 – Holidays.....	17
Article 14 – Health and Welfare.....	18
Article 15 – 401-K Plan.....	20
Article 16 – Steelworkers Pension Plan.....	20
Article 17 – Successors.....	20
Article 18 – Gender Clause.....	20
Article 19 – Grievance Committee.....	20
Article 20 – Union Management Productive Team.....	20
Article 21 – Termination.....	21
Article 22 – Negotiation Time of Union Officers.....	21
Article 23 – PAC Check Off.....	21
Signature Page.....	23
Exhibit A.....	24
Exhibit B.....	26
Exhibit C.....	37
Exhibit D.....	39
Exhibit E.....	43

ARTICLES OF AGREEMENT

This Agreement dated June 1, 2015 and intended to be effective as of June 1, 2015, is entered into by and between **DYER QUARRY, INC.**, a Pennsylvania corporation (hereinafter referred to as 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 LU-6996** (hereinafter referred to as the "Union") and its members employed by the Company at the Dyer quarry located in Birdsboro, Pennsylvania.

Changes or modifications of this agreement shall be made only by mutual agreement between the Union and the Company.

ARTICLE 1 - INTENT AND PURPOSE

The Parties hereto have agreed as follows:

SECTION - 1:

It is the intent and purpose of the parties hereto that this Agreement shall govern, promote and improve the industrial and economic relationships between the employees of the Company and the Company and set forth herein the entire agreements covering rate of pay, wages, hours of work and other conditions of employment of the employees of the Company to be observed between the parties hereto.

SECTION - 2:

The Union recognizes that the job security of the employees is dependent on the soundness of the Company and can be safeguarded only by constant improvements in methods, equipment and efficient operation and therefore renews its agreement on behalf of itself and its members in the employ of the Company to cooperate in all reasonable ways consistent with its agreement with the Company. The Company recognizes its employees are its most valuable asset and agrees that its rules and practices shall not be detrimental to or inconsistent with safety and good health.

SECTION - 3:

The term "employee" as used in this agreement shall include all maintenance and production employees, but excluding foremen, assistant foremen, non-working supervisors and salaried office clerical employees.

- A. The Bargaining Unit may, by mutual agreement of the parties, be expanded to include occupations not in the Bargaining Unit as of the time of the execution of the Agreement.

- B. Changes in title or methods of pay of positions included in the Bargaining Unit shall not be made for the purpose of eliminating said positions from the Bargaining Unit.

ARTICLE 2 - UNION RECOGNITION

SECTION - 1: RECOGNITION

The Company recognizes the Union as the sole collective bargaining agency, during the life of this Agreement for all present and future employees in the Bargaining Union for the purpose of collective bargaining with respect to rate of pay, wages, hours of work and other conditions of employment.

SECTION - 2: MEMBERSHIP IN THE UNION

- A. The Company agrees not to interfere with the right of the employees to become members of the Union and that it will not discriminate against any of the members of the Union because of such membership. The Union agrees that it will not engage in any acts of intimidation or coercion of the Company's employees in order to secure their membership in the Union and agrees that it will not engage in solicitations for membership or other Union activities except as permitted by law or otherwise herein provided, on Company time or property.
- B. The Company agrees that all present employees who have been in the employ of the Company for a period of thirty (30) days or more must within fifteen (15) days after the execution of this Agreement become members of the union and shall, as a condition of employment, maintain their membership in good standing for the duration of the Agreement between the parties. All future employees shall be required to become members during their first thirty (30) days of employment and shall thereafter maintain their membership in good standing. Employees who have joined the Union after 30 days of employment shall remain employed at the discretion of the employer until the completion of the probationary period as defined in Article 5, Section 2, Item C.

SECTION - 3: STRIKES AND LOCK-OUTS

- A. During the term of this Agreement, the Company agrees that there shall be no lock-out and the Union agrees on behalf of the International and the Local Union and their agents and representatives, that no strike, work stoppage, slow-down or other impeding of production will be authorized, instigated, aided or condoned.

- B. In the event that any unauthorized stoppage, slow-down, or impedance occurs, the Union agrees that it will be promptly, upon request, by the Company, notify its members who may be involved that the action is unauthorized and will take such further affirmative action as may be necessary to induce its members participating in the offense to cease.
- C. If, after the Union has, in good faith, taken the action specified in Section B above, an individual or individuals shall persist in the offense, the Company agrees that there shall be no liability on the part of the International Union, and the Local Union, or any of their officers, agents or members and the sole recourse and exclusive remedy for the Company in such event shall be to impose disciplinary measures upon the employee or employees involved in accordance with the provisions of this Agreement.

SECTION - 4: DUES CHECK-OFF

- A. The Company shall, for the life of this Agreement, on the first pay day of each month, deduct from the wages of each employee whose voluntary written authorization (on a form to be agreed upon between the parties) is given to the Company, the amount established by the International Union for Dues, Assessments, and Initiation Fees as set forth in such authorization. Dues deduction shall not be made in any month that an employee has not become entitled to five (5) days pay or its equivalent in wages and benefits in lieu of wages.
- B. Money deducted by the Company in accordance with the preceding paragraph shall be transmitted by the Company not later than the fifteenth (15th) of each month to the International Secretary/Treasurer, at the address designated, in the form of the check payable to his order.
- C. For purposes of maintaining accurate records of all deductions, the Company shall, at the time of the deductions are made, furnish to the Financial Secretary of the Local Union, to the District office of the Union, and to the International Secretary/Treasurer a report listing all members from whom deductions were made and the amount of said deductions, names of new members and members for whom no deductions were made and for reason therefore.

SECTION - 5: FAIR EMPLOYMENT

The Company and the Union agree that there will be no discrimination in the hiring of employees, or in the application of the contract as a result of race, creed, color or national origin, age, union activity, sex, religion, or any other criteria protected by Federal or State Law. Nothing in this Agreement shall be construed to prevent, preclude or inhibit the Company's compliance with the Americans with Disabilities Act and the Family Medical Leave Act.

SECTION - 6: PRINTED AGREEMENT

The Company shall issue to each employee a copy of these Articles of Agreement.

ARTICLE 3 - WAGES

SECTION - 1: RATES OF PAY

During the life of the Agreement, the hourly rates of pay shall be as set forth in Exhibit A attached to and forming part of this Agreement.

SECTION - 2: CORRECTION OF INEQUALITIES

It is understood and agreed between the parties that the new schedule of pay rates in Exhibit A referred to above eliminates all inequities existing as of the effective date of this Agreement, and therefore no grievances will be presented or entertained with reference to inequities existing prior to said effective date.

SECTION - 3: OVERTIME WORK

- A. Employees will be expected to work overtime as assigned by the Company and the Company agrees that it will use its best efforts to distribute overtime equitably among the employees. If not enough employees are available to perform the work required, the junior qualified employee will be required to perform the work.
- B. Employees called in to work due to an emergency at a time outside his regular working hours shall be guaranteed a minimum of four (4) hours pay at the applicable overtime rate. When so called out, such employee will work only on the call out job.
- C. It is agreed that there will be no concerted refusal to work overtime.

SECTION - 4: SHIFT PREMIUMS

- A. Effective June 1, 2015, Employees scheduled to start work on the Afternoon or Night Shifts shall be paid a premium of sixty center (\$0.60) per hour for all hours worked.
- B. The Applicable Shift Premium shall be paid for reporting time or call out time.

SECTION - 5: JURY DUTY

When an employee is called for service as a juror and loses income thereby, he will be paid the difference between the fee he receives for such service and the amount of straight time earnings lost by him, up to a limit of eight (8) hours per day and for not more than fifteen (15) days in any calendar year. Employees are expected to work full time when not actually in court, and when an employee is excused from jury duty on a

scheduled working day, he shall report for work on his regular shift. To be eligible for payments, the employee must furnish the Payroll Department with a written statement from the appropriate public official listing the dates he received pay for the jury duty.

SECTION - 6: BEREAVEMENT PAY

In the event of the death of an employee's parent, spouse, child, grandchild, brother or sister, mother-in-law, father-in-law, and/or legal ward, brother-in-law, sister-in-law, grandparents and any current step children, step brothers, step sisters, step parents and grandparents-in-law, the Company will grant a leave of three (3) days between the date of death and the date of the funeral or cremation. Any time lost during the regular work week, Monday to Friday, not exceeding three (3) days, will be compensated for at the employee's regular straight time rate not exceeding eight (8) hours per day, provided the employee attends the funeral.

SECTION - 7: TRANSFERS

- A. Any employee temporarily transferred to another job shall be paid his regular rate or the rate of the job to which transferred, whichever is higher, except as provided in Paragraph B of this Section and Paragraph F of Section 11.
- B. If a transfer is made at the employee's own request or because no work is available or scheduled at his regular occupation or because employee is not able to perform his regular work, he shall be paid the rate which applies to the job he is doing.
- C. When an employee is temporarily transferred to another job, it shall be understood that such "temporary" transfer shall be limited to fifteen (15) working days, except by agreement between Union and Company in any special circumstance.

SECTION - 8: HOURS OF WORK AND OVER-TIME

This Article provides a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or as a guarantee of days of work per week.

- A. Time and half time shall be paid for all hours or part of hours worked in excess of eight (8) in one day or in excess of forty (40) in any one work week. Overtime shall be paid on either daily or weekly basis whichever is higher, but no time shall be subject to more than one overtime premium.
- B. Time and half time shall be paid for the time worked during regularly established rest or lunch periods.
- C. No employees shall be required to take regular time off for any overtime worked in a scheduled work week.

- D. Time and half time shall be paid for hours or parts of hours worked on Saturday, when less than a total of forty (40) hours has been worked in preceding five (5) days, Monday through Friday inclusive, except when an employee with a chronic absence problem absents himself from work (Monday-Friday) when work was available.
- E. Double time shall be paid for hours or parts of hours worked on Sunday except when an Employee with a chronic absence problem absents himself from work (Monday-Friday) when work was available.
- F. Double time shall be paid for all work performed on any Holiday listed in Article 13, Section A plus holiday pay.
- G. Overtime pay shall be paid for all work performed before regular starting time and after regular quitting time of the shift to which the employee is regularly assigned.
- H. Overtime premium pay shall be based on the employee's straight time hourly rate including any applicable shift differential.
- I. Work schedule shall not be changed for purposes of evading overtime or premium payment.

SECTION - 9: THE WORK DAY

The Normal Work Day shall consist of eight (8) consecutive hours worked and sixteen (16) consecutive hours of rest, exclusive of unpaid lunch periods, within a consecutive twenty-four (24) hour period beginning with the regular starting time of the shift worked by the employee.

SECTION - 10: THE WORK WEEK

The Normal Work Week shall consist of five (5) consecutive Work Days followed by a rest period of forty-eight (48) consecutive hours within a period of seven (7) consecutive days commencing on Sunday and ending on Saturday.

SECTION - 11: THE WORK SCHEDULE

- A. The Work Schedule for all employees shall be five (5) consecutive Work Days beginning on Monday and ending on Friday.
- B. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal, such schedules shall be established by mutual agreement of the Grievance Committee and the Management. Work Schedules shall be posted at least two (2) weeks in advance. In the event of work demands and with proper discussion with the Union Committee, said schedules may be changed with at least one week advanced notice.

- C. Changes in the prevailing starting time of any shifts shall be made only by mutual agreement between the Union and the Management.
- D. Should employees who are regularly scheduled on the Monday through Friday basis be required for Sunday or Holiday work, the Company shall give at least forty-eight (48) hours advance notice to such employees, except in emergency plant break-down, railroad loadouts and floods.
- E. Pay Day shall be every Friday through direct deposit.
- F. All employees reporting for work on their regular shifts, unless they were notified the day previous not to report, shall be provided with four (4) hours pay, in an employee starts work, he will be guaranteed a minimum of eight (8) hours for that day. Such work shall be at his regular job, or if that is not available, he may be assigned to other work which he is physically capable of doing. If the employee is assigned to other work as above, he shall be paid either at his regular rate or the rate of the job to which assigned, whichever is higher. If the employee is not assigned to his regular job or to the other job as above, he shall receive four (4) hours pay at his regular rate. An employee assigned as above who refuses to do the work, shall not be paid, nor shall that day be counted in computing overtime for the week in which it occurs. The Company's liability as set forth above in this paragraph, shall not apply in the event that the employee is not put to work through his own fault, or if the Company is not able to provide work because of a work stoppage in the Plant.
- G. The Company shall provide paid rest periods as follows: When the plant is operating on eight (8) hour schedules, one (1) rest period of fifteen (15) minutes during the forenoon. When operating on ten (10) hour schedule, two (2) rest periods of ten (10) minutes each, one in the forenoon and one in the afternoon. Employees may eat, smoke or rest during these periods. The Company will restrict smoking only when fire or explosive hazard exists.

ARTICLE 4 - SHOP RULES

- A. In recognition of the difficulties imposed on the Company through failure of employees to comply with work schedules, it is agreed that the Company has, after consultation jointly with the Union, established a plan of disciplinary action for employees reporting late or absenting themselves from work without just cause.
- B. Employees shall, whenever possible, give prior notice to the Company whenever they report late or absent themselves from work.
- C. Excessive absenteeism shall be defined as missing more than two (2) unpaid, unexcused days from work in a calendar year, or having more than five (5)

unexcused days in a calendar year where the employee worked less than his full, scheduled shift. In either case, the employee shall then be subject to disciplinary action per the Company's current attendance policy.

ARTICLE 5 - SENIORITY

SECTION - 1: DEFINITIONS

- A. Seniority is defined as the length of continuous service with the Company at its Dyer Quarry plant in Birdsboro, Pennsylvania. Length of continuous service is defined as the period beginning with the date on which an employee entered the service of the Company, and since which date he has had no break in service.
- B. Any member of the Union who is an employee of the Company shall, upon request of the International Union be given a leave of absence not to exceed two (2) years for the purpose of accepting an assignment with the Union, with the provision that such leave shall not constitute a break in the employee's record of continuous service and with the further provision that not more than two employees may be on leave at any one time.

SECTION - 2: APPLICATION OF SENIORITY

- A. Loss of seniority or break in length of continuous service shall result from:
 - 1. Voluntary quit.
 - 2. Discharge for cause.
 - 3. Failure to report within five (5) days of notice to return to work sent by Certified Mail to the last address on the company records.
 - 4. Failure to return to work within the limits of a leave of absence, or extension thereof.
 - 5. Lay-off in excess of twenty-four (24) months. In the event an employee is laid-off pursuant to this section, the Company may review the employee's work record prior to recall and may also evaluate the specific employment/job needs of the quarry to determine if a recall is applicable.

Re-employment after a break as above listed, shall be on the basis of new employee.

- B. Seniority lists containing pertinent and necessary information as to date of hire, etc., shall be furnished to the Grievance Committee.

- C. New employees shall be required to serve a probationary period of forty-five (45) calendar days during which time they acquire no seniority and may be released at the sole discretion of the Company. Upon request of the Company such probationary period may be increased to sixty (60) days. The approval of the Union of such request to extend the probationary period shall not be unreasonably withheld. If retained beyond said probationary period, the employee shall be placed on the seniority list dating from the date on which he started work. All other economic benefits will commence on the first day of the new month following the completion of the probationary period.
- D. In cases of increase and decrease of forces, the Grievance Committee, which shall consist of four (4) members shall be given preference, on their shift, if qualified.
- E. Employees who transfer from a bargaining unit job to a non-bargaining unit job will not accrue seniority while performing salaried work. They will be allowed to transfer back into the bargaining unit based on their accrued seniority prior to the transfer from the bargaining unit. Foremen, Assistant Foremen, or Supervisors, not included in the bargaining unit will not be used in any way to deprive any employee of his just share of work, except in cases of emergencies or other extenuating circumstances.
- F. Forces will not be increased by hiring new employees until the current employees are unable to perform the necessary work within the normal work week.
- G. If it shall be necessary to lay-off an employee for periods in excess of one (1) week, the employee shall be given notice stating the reason for the layoff and instructing the employee so notified to report to the Personnel Office, to determine whether the employee's qualifications are such as may entitle the employee to apply for some other job in the plant.
- H. When the Company determines a job opening is available, the Company will post the job opening for three (3) complete working days, excluding Saturday and Sunday.

ARTICLE 6 - VACATIONS

- A. Each employee who has been continuously employed for one (1) year, but less than three (3) years, shall receive one (1) weeks vacation with forty (40) hours of pay.

Each employee who has been continuously employed for three (3) years, but less than ten (10) years, shall receive two (2) weeks vacation with eighty (80) hours of pay.

Each employee who has been continuously employed for ten (10) years or more shall receive three (3) weeks vacation with one hundred and twenty (120) hours of pay.

- B. Each former Warner Company employee will retain his initial John T. Dyer Quarry Company seniority date for calculating his years of service for purposes of attaining the maximum vacation entitlement of three (3) weeks. Vacation pay shall be calculated based on an employee's regular straight time rate including shift premium if applicable.
- C. Continuous service shall be determined in accordance with the provisions set forth in Article 5 Seniority.
- D. An employee who, after being honorably discharged from Military or Naval Service of the United States, is reinstated pursuant to this Agreement, shall be entitled to a vacation with pay or lieu thereof to vacation allowance, in and for the calendar year in which he is reinstated without regard to the requirement of being consistently employed as defined in Article 5.
- E. Any employee who, in compliance with the Selective Service Act or any other governmental regulation shall enter the Military or Naval Service of the United States and would be qualified to receive vacation pay had he not entered such service will be granted vacation pay before leaving for such service. This will not be construed as entitling any one to vacation pay twice in any one calendar year.
- F. Employees who have qualified for vacation pay in accordance with this Article will not be denied such vacation for any reason whatsoever.
- G. As soon as possible before March 1st of each year, each employee should request in writing the specific times of his vacation for that year. Vacations will, so far as possible, be granted at times most desired by employees (longer service employees as set forth in Exhibit "C" being given preference as to choice), but the final right to allot vacation periods and the right to change such allotments is reserved to the Company in order to insure the orderly operation of the plant.

In addition, if an employee submits a written request for vacation on or after March 1st, he must give at least two weeks advance written notice for a full week's requested vacation. If there are multiple post-March 1st requests for the same time period, and the Company cannot grant all post-March 1st requests, then the Company will give preference to the employee who first submitted his written request.

Where operationally feasible, employees may take vacations in individual days, but at least two days advance written notice is required for scheduling or rescheduling vacation days.

- H. The vacation period shall run from January 1 to December 31.
- I. All employees who are eligible for a vacation shall be required to take such vacation away from work unless production requirements prevent the taking of vacation away from work, in which event he shall receive vacation pay in lieu thereof. The vacation periods may be changed to insure orderly operation of the plant or as may be convenient to the particular employee. Employees taking vacations away from work shall receive vacation pay during the week prior to his scheduled vacation. Those not taking vacation away from work shall receive their vacation pay the last pay day period to Christmas, or earlier if requested.
- J. The anniversary date of hire shall be the qualifying date to be eligible for vacations. To be eligible, an employee shall be required to have worked 1,000 hours or more, or twenty-six (26) pay periods in the fifty-two (52) week period prior to his qualifying date.
- K. Time off for holidays and vacations shall count toward the 1,000 hours or more, or twenty-six (26) pay periods requirement with regard to accruing vacation time.
- L. In regards to accruing vacation time, the time an employee is off and collecting S&A or Worker's Compensation benefits, will be used in order to qualify an individual for the 1,000 hours or more, or twenty-six (26) pay periods requirement, provided the employee's seniority and qualifications were such that the employee would have worked had he not been on S&A or Worker's Compensation benefits.

ARTICLE 7 - SAFETY AND HEALTH

SECTION - 1: SUBSTANCE ABUSE POLICY

The Company shall incorporate a Substance Abuse Testing Policy/Drug-Free Workplace Policy that incorporates a zero tolerance provisions for employees with less than two (2) years of service for violations of the Policy and a "second chance provision" for those with more than two (2) years of service for violations of the Policy. The Policy shall also include provisions of pre-employment, random drug and alcohol testing, post-accident drug and alcohol testing and reasonable suspicion drug and alcohol testing.

SECTION - 2: PROTECTIVE DEVICES AND EQUIPMENT

- A. The Company shall make reasonable provisions for the safety and health of its employees at the plants during their hours of employment.
- B. The Company shall continue to supply such protective devices and equipment as may be necessary for safeguarding the employees against

injury, or undue exposure to health hazards and the Union agrees that the employees will use all such protective devices and equipment as is supplied by the Company.

The protective devices, goggles, special gloves, fire and waterproof clothes, hard hats, fall protection and other articles equally necessary to properly safeguard the health of the employee and protect employees from injury shall be provided by the Company without cost to the employee.

The Company will supply work gloves without cost to the employee. The Company reserves the right to maintain controls on distribution of such gloves. Effective June 1, 2012, the Company's annual contribution towards safety shoes/clothing will be \$175.00 which shall be paid once annually in January. In addition, for any employee who opts to utilize uniforms from the agreed upon laundry service, the Company will pay five dollars (\$5.00) per week towards the cost of this service.

- C. The Company and Union shall establish a joint Safety Committee. This Committee will make periodic surveys of the plant at least once each month and make recommendations to the Management for the elimination of existing hazards. The Company shall furnish a monthly report to the Committee, listing thereon: named of injured, nature of injury, lost time if any, compensation if any, and action taken to eliminate cause of accident. The Union agrees for itself and its members that all employees will cooperate with the Company in the elimination of any hazards and in the maintenance of good housekeeping standards.
- D. Adequate facilities for the administration of first aid to injured employees shall be provided and maintained in a clean and sanitary condition at all times. Facilities shall include the material, antiseptics, bandages, etc. necessary for emergency first aid, considering local conditions, the number of employees, etc.
- E. It shall be the duty of the Company to see that some individual is available during all shifts of plant operation who has been trained in, or is capable of, administering first aid and handling emergencies that may arise in connection with accidents and injuries to employees.
- F. First aid facilities and service shall be only for the intended purposes of first aid and shall not take the place of necessary experienced care and treatment by a physician.
- G. The address and phone number of physicians, hospitals, ambulance service and other facilities which might be needed in emergencies, shall be posted in a conspicuous location and manner.

- H. Any employee who was assigned to a job which he has good reason to believe is dangerous to life and limb may immediately notify the foreman and Union safety man.

If the matter is not immediately resolved with the foreman, the Union safety man may then take the matter up with the plant manager for the purpose of resolving it.

Pending discussion with the plant manager, the employee may be promptly assigned to another job, if available, at the rate of pay of that job. If the decision of the Company is that the job is safe, the employee must perform the job assigned. If the employee continues to refuse the job, against Company orders, he then subjects himself to disciplinary action up to and including discharge and such disciplinary action may be reviewed in the grievance procedure outlined below.

ARTICLE 8 - GRIEVANCE PROCEDURE

SECTION - 1: GENERAL

- A. The procedural steps for the settlement of grievances hereinafter set forth represent a general standard which may be modified from time to time by the Company and the Union.
- B. The procedure under this Article is available to the International Union or the Company for the presentation and settlement of grievances of a general nature arising under the terms of this agreement. Such cases shall be presented under Step Three (3) of the Grievance procedure.
- C. Should any differences, disputes or grievances arise between the Company and the Union, or between the Company and any employee or group of employees, as to the interpretation or application of or compliance with the provisions of this agreement (including any supplemental agreements concluded during the life of this agreement) there shall be no interruption, slow-down or impeding of the work, work stoppage, strikes or lock-outs on account of such differences, but an earnest effort shall be made to settle the matter promptly in accordance with the following procedure, except as specific procedures for the handling of specific subjects are provided elsewhere in this agreement. No grievances occurring prior to the effective date of this contract shall be presented or considered.

SECTION - 2: PROCEDURE

STEP ONE:

It is understood that a complaint of an individual employee does not become a grievance unless and until the employee, with or without the Grievance Committee

person, within fifteen (15) days after the cause of the complaint arose or became known, has discussed the matter directly with his immediate foreman and has failed to receive a satisfactory answer from the foreman by the end of the next working day.

STEP TWO:

If the matter is not satisfactorily adjusted under Step One above, it shall be reduced to writing and be taken up within five (5) working days by the Plant Grievance Committee with the Manager of Employee Relations whose decision shall be rendered within two (2) working days thereafter.

STEP THREE:

If the matter still is not satisfactorily settled, the Union may, within five (5) working days after receipt of Step Two answer from the Company, request a meeting in which representatives of the international Union and an executive of the Company shall participate, and such meeting shall be held within three working days after request.

It is understood and agreed that when any decision is agreed upon in any of the Steps Two and Three above, it shall be reduced to writing and signed by Union representatives and Company representatives participating in that step and shall be finally binding upon all the parties thereafter.

STEP FOUR:

Any differences as to the meaning, application or interpretation of this Agreement or any of its provisions, not satisfactorily settled under the foregoing steps, may be submitted to Arbitration by the dissatisfied party. If arbitration is invoked, by either party, it must be invoked within fifteen (15) working days after the decision is rendered and received by the other party under Step Three above. The parties may mutually agree upon an arbitrator who shall hear such case or cases and render a decision as promptly as possible. In the event the parties fail to agree upon an Arbitrator within five (5) working days after receipt of request for Arbitration, the matter shall then be submitted by the dissatisfied party to Arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association. The parties agree to abide by the award subject to such regulations as any Governmental Agency having jurisdiction may impose. The parties further agree that there shall be no suspension of work when such dispute arises and while it is in the process of adjustment or arbitration.

SECTION - 3: RULES

- A. The salary and expenses incident to the services of the Arbitrator shall be shared jointly and equally by the parties.

- B. The Arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with the provisions contained in this Agreement or any written amendments thereto.
- C. The Arbitrator shall have no jurisdiction or authority to add or deduct from or alter in any way the provisions of this Agreement or any written amendments thereto.
- D. The decision of an Arbitrator on any matter which shall have been submitted in accordance with the provisions of this Agreement shall be final and binding upon the Company and the Union.
- E. When awards are made on any matter submitted, the party against whom the award is rendered shall furnish to the other party, proof of its compliance within fifteen (15) days after award has been made unless an extension of time is mutually agreed upon.
- F. The time limitations in any Step may be waived or extended by agreement between the parties in any specific case.
- G. The Grievance Committee which meets with Management shall consist of not more than four (4) members and the Union shall supply to the Company, the names of members of the Committee designated by it and any alternates. The Company shall likewise give to the Union, the name or names of persons authorized by it to deal with the Union.
- H. The Company shall permit access, at all reasonable times, to any department of the plant, by representatives of the Grievance Committee or the International Union.
- I. Whenever possible, investigation of grievances or other Union activities shall not be conducted at times when it may interfere with production. Grievance Committee members shall arrange with their respective foreman when leaving their jobs to conduct their activities. Permission to leave their jobs shall not be unduly denied.
- J. Time lost during working hours by members of the Grievance Committee in investigating or processing grievance cases shall be paid for by the Company and shall be credited as time worked for purposes of computing overtime and premium pay. The Union agrees that the Grievance Committee shall not take undue advantage of this paragraph.
- K. In no case shall the Company attempt to settle any grievance directly with the employee involved after it has been brought up in Step Two or subsequent Steps by the Union Representatives.
- L. If the Company and the Union shall so agree in writing, any matter not subject to Arbitration, under the provisions of this Agreement, may be

submitted to Arbitration and if so submitted, both parties agree to be bound by the Arbitrator's Award.

- M. Where a grievance involves a group or an entire department, the persons with such complaint/concern must advise the Local Union president, who will approach the supervisor on behalf of the group in an attempt to resolve the matter prior to proceeding through the remainder of the grievance process as outlined in Article 7.

ARTICLE 9 - DISCHARGE SUSPENSION AND LAYOFF CASES

In the event an employee or employees shall be discharged, suspended or laid off from his employment during the life of this Agreement or any extension thereof, and the Union believes he has been unjustly dealt with, the case shall be initiated in Step Two (2) of the Grievance procedure herein before set forth, within six (6) working days from the date of discharge, suspension or layoff. The Grievance Committee and the Union shall be notified of any discharge, suspension or lay-offs within twenty-four (24) hours of their occurrences.

In the event it should be decided under the rules of this Agreement, that an injustice has been done to the employee, the Company shall reinstate such employee and if agreed to in the settlement, shall pay the employee for time lost as a result of such injustice, or failing to agree, as may be directed by the Arbitrator. In arriving at the amount of pay due the aggrieved, the parties and the Arbitrator shall take into consideration any earnings of the employee during the period and any other pertinent factors.

ARTICLE 10 - BULLETIN BOARD

The Company shall supply conveniently located bulletin boards for the use of the Union for posting of announcements. Any matter to be so posted shall receive approval of the Manager of Employee Relations or Superintendent prior to posting and such approval shall not be unduly withheld.

ARTICLE 11 - MANAGEMENT RIGHTS

The parties agree that the management of the plants and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, promote, transfer and relieve employees from duty because of lack of work or other legitimate reasons is vested exclusively in the Company, provided however, that such right not be used so as to discriminate against any employee because of membership in the Union and it shall not be used in any manner that will conflict with or violate any of the terms or provisions of this Agreement.

ARTICLE 12 - MILITARY SERVICE RE-EMPLOYMENT

Except as shall be otherwise provided by law or by agreement in writing, between the parties hereto, should any employee, who has been entered or shall enter the Military or Naval Service in the United States, in compliance with the Selective Service Act or other governmental regulation, be honorably discharged from such service and shall, within ninety (90) days after he is relieved from such service or from hospitalization continuing after discharge, apply to the Company for re-employment at the plant, for the purpose of Article 5 of this Agreement, his record of continuous service at the plant shall be deemed not to have been broken by his absence on such Military or Naval Service and, on the basis of said seniority, (determined in accordance with the provisions of said Article 5) he shall be entitled to re-employment at the plant, if and when work which he is qualified to perform is available in the plant in an occupation of like status and pay and provided that he shall be given preference over any other employee with less seniority as determined by said Article 5.

An employee veteran, when reinstated, shall be entitled to his former rate of pay with accrued adjustments that would have been his had he continued in employment.

ARTICLE 13 - HOLIDAYS

A. The following days are designated as holidays namely:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve and four (4) personal holidays. Any of the above holidays falling on Sunday shall be observed on the following Monday. However, the Company has the right to limit the number of employees exercising the personal holiday at one time. If a schedule conflict does arise, seniority shall prevail.

- B. Eligible employees shall be paid eight (8) hours pay at their regular straight time rate, including shift premium if applicable, for each of the above mentioned holidays when no work is performed as more fully describe in the applicable side letter in Exhibit "E".
- C. When work is scheduled and performed by such employees on the aforesaid holidays, they shall be paid double time and holiday pay for the first eight (8) hours worked, with a minimum of four (4) and triple time for hours worked in excess of eight (8).
- D. To be eligible for holiday pay, the employee must have completed their probationary period, must have worked on the last day before and the first day after the holiday if scheduled to work, any employee on layoff for two weeks or more prior to the holiday shall not be entitled to holiday pay unless

Company recalls him to work within two weeks after the holiday, an employee who resigns or is properly dismissed for cause prior to any of the above mentioned holidays shall not be entitled to holiday pay, in case of a holiday occurring on Monday through Friday and not worked, the time paid for shall be counted in computing overtime for the week.

E. Holiday guarantee applies to the following holidays:

Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. To be eligible for the holiday guarantee for these stated five (5) holidays, an employee must have worked a minimum of one thousand (1,000) hours, or twenty-six (26) pay periods in that calendar year.

F. If any of the above holidays falls on a Saturday or Sunday, said holiday shall be observed on the respective Friday and/or Monday.

ARTICLE 14 - HEALTH AND WELFARE

Company agrees that the Union will choose a Healthcare plan from the Steelworkers Health and Welfare fund which they will renew each year with the assistance of the Company. The Company will pay premiums based upon the following:

The Union chooses for Year 1 the proposed PPO 100/70 plan with drug option A. A copy of this plan is included in Exhibit "B". The base cost for the health plan, based upon existing number of employees and plan participants is \$29,672.28 per month. The result of the monthly cost is a projected savings of \$62,670.00 over the term of the Contract. Each year, the hourly amount of allocation based exclusively on healthcare premium savings totals \$0.43 per hour based upon straight time hours for 23 employees and assumes a 16% increase in years 2 and 3. The savings may change according to the number of employees at the time of any allocation.

Based upon savings, the Company will provide \$.43 an hour in Year 1, of which, \$.22 an hour shall be allocated to the Employee's pension and \$.21 an hour shall be provided to the Employee's 401(k) Plan.

In Year 2, the Union defers its allocation of hourly savings which may be allocated to employee's pension and/or 401k plan in the event that the increase in health care premium exceeds 16%. In the event that the increase to the plan is less than 16%, then any additional savings will be provided to employees in the form of an hourly increase to the retirement benefits during Year 3 or the excess may be used toward increases over 16% in Year 3.

In Year 3, the Union defers the exact amount of hourly savings allocation may be contributed to employee's pension and/or 401k plan in the event that the increase in health care does not exceed 16% in Years 2 and 3. In the event that the increase to the plan is less than 16% any excess monies from Year 2 and 3 will be provided to employees in the form of an hourly increase for contribution to an employee's 401K and/or pension during Year 3.

In the event of a cost increase to health care coverage exceeds 16% in Year 2 and/or Year 3, then the Union may use excess allocation set forth above to offset increases, make plan changes, or include an employee contribution from wages to offset increased amounts. Company shall not be responsible for increases in health care costs that exceed 16% per year based upon the base plan selected; rather, the \$.43 shall be used to offset any increase over 16% in addition to plan changes or other Union decisions used to keep increases under or at 16%.

Employees will not contribute to the fund except to the extent there is an overage of the anticipated 16% increase in premium costs in Years 2 and 3 and the \$.43 per hour does not cover the excess amount.

Company will cooperate with healthcare plan administration but shall not be responsible for securing annual renewals or making plan determinations, unless such plan determination involves administrative cost to the Company.

Within fifteen (15) days of the receipt of renewal information from the Steelworker's Fund, the Union and Company shall meet and discuss the percentage of change in healthcare premium in order to calculate excess monies or underfunding to allow employees to determine if they will maintain the plan, make plan changes, and/or allocate excess monies.

The employees shall be responsible for the payment of co-payments and deductibles applicable under the Plan and the Company shall not be required to reimburse employees for such co-payments and deductibles.

In addition, the Company will contribute for the life insurance, AD&D and S&A benefits as shown in Exhibit "A".

In the event of a temporary layoff, the non-occupational sickness and accident benefits will cease at the end of the fourth month following the month in which the layoff begins.

Upon recall of laid off employees, benefits will be reinstated immediately upon return to work. In case of separation for other reason, the non-occupational sickness and accident benefits and Life Insurance will cease at the end of the month in which separation occurs.

ARTICLE 15 - 401-K PLAN

Company will provide a 401-K Plan (401-K Plan). For purposes of this Article 15, the term "hour worked" shall mean hours actually worked plus vacation and holiday pay hours, but such term shall not include bereavement or jury duty hours. The Company's contribution rate shall be shown in Exhibit "A".

With respect to Union officers, the Company will contribute to the 401-K Plan up to a maximum of 120 hours per year spread among the four officers when said Union officers are engaged in non-company paid Union business.

ARTICLE 16 - STEELWORKERS DEFINED-BENEFIT PENSION PLAN

The Company will participate in the Steelworkers Pension Trust (Defined Benefit Plan), a summary of which appears in Exhibit "D". The Company's contribution rate will be as shown in Exhibit "A".

ARTICLE 17 - SUCCESSORS

It is hereby agreed that the terms and provisions of this Agreement shall be binding upon the successors of the respective parties hereto.

ARTICLE 18 - GENDER CLAUSE

Whenever a masculine noun, (e.g. he, men, etc.) is used in this agreement, it shall be considered gender neutral and apply to both male and female employees.

ARTICLE 19 - GRIEVANCE COMMITTEE

The Grievance Committee will be the same as the Negotiation Committee.

ARTICLE 20 - UNION MANAGEMENT PRODUCTIVE TEAM

The Union and Company agree to establish a joint committee of equal representation of management and union employee representatives to study and recommend productivity and methods improvements at Dyer Quarry. The Company hereby agrees that if such productivity and/or methods changes would require a reduction in work force, that reduction would be accomplished through attrition and not be the cause of a layoff during the life of this Agreement.

ARTICLE 21 - TERMINATION

This agreement shall remain in force and effect to and including May 31, 2018.

On or before April 1, 2018, either party may give sixty (60) days written notice either by registered mail or certified mail to the last given address of the party upon whom notice is served and shall be deemed to have been given at the time of mailing, that it desires revision, modification or cancellation of the Agreement.

If, because of failure to agree after notice is duly given as above, a new or revised Agreement is not entered into by the parties by the specified expiration date, then the Agreement shall terminate unless extended by mutual agreement in writing by both parties.

ARTICLE 22 - NEGOTIATION TIME OF UNION OFFICERS

Company will compensate up to four (4) Union Officers for hours of work lost at plant in order to negotiate Replacement Collective Bargaining Agreement to this Agreement, which is effective to and including May 31, 2018.

ARTICLE 23 - PAC CHECK OFF

- A. The Company agrees that it will check off and transmit to the Treasurer of the United Steelworkers Political Action Committee (USW-PAC) voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW-PAC. The amount and timing of such check off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal Statute.
- B. The signing of such USW-PAC check off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.
- C. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Section.
- D. The United Steelworkers Political Action Committee supports various candidates for federal and other elective office, is connected with the United Steelworkers of America, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and

segregated from the dues fund of the Union, in its own fundraising efforts with the AFL-CIO and its Committee on Political Education.

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

DYER QUARRY, INC.

By: Leo W. Gerard
International President

By: George Brown
Vice President

By: John W. ...
International Sec./Treas.

By: Qui Friend
General Manager

By: Thomas Conway
International Vice Pres. (Admin)

By: Frank D. ...
International Vice Pres. (Human Affairs)

By: Bobby Mac
District Director

By: Jack R. Costa
Staff Representative

LOCAL 6996-03

By: Mark
Committee

By: Edward ...
Committee

By: Daniel ...
Committee

By: _____
Committee

EXHIBIT A
ECONOMIC PACKAGE

JOBS AND RATES

	6/1/15	6/1/16	6/1/17
1. Maintenance Operations Mechanic Welder Gang Leader Crane Operator	\$23.16	\$23.76	\$24.41
2. Heavy Equipment Operations End Loader Quarry End Loader Customer Service Truck Drivers (Traprock/Overburden)	\$23.04	\$23.64	\$24.29
3.(a) Railroad Operations Locomotive Engineer Train Crew Operator Railroad Loading Station Attendant	\$22.95	\$23.55	\$24.20
3.(b) Plant Operations Feeder Operator Crushing/Screening Operator	\$22.95	\$23.55	\$24.20
4. General Laborers Warehouse Person Drill Blaster Laborers Utility Person	\$22.83	\$23.43	\$24.08

Employees will be permitted to bid into job titles listed for the life of this Agreement.

	6/1/15	6/1/16	6/1/17
401(K) Contributions	\$0.90	\$0.95	\$1.00
Pension Contributions	\$1.10	\$1.15	\$1.20

The amount of Life Insurance will be \$35,000, \$35,000 AD&D for employees, \$5,000 for spouse and \$3,000 for each eligible dependent.

S&A Benefits will be Accident and Sickness plan. Benefits are \$500.00 per week for up to 20 weeks.

EXHIBIT B
INSURANCE



Summary of PPO Benefits

With your PPO, or Preferred Provider Organization, if you receive services from a provider who is in the PPO network, you'll receive the highest level of benefits. If you receive services from a provider who is not in the PPO network, you'll receive the lower level of benefits. In either case, you coordinate your own care. There is no requirement to select a Primary Care Physician (PCP) to coordinate your care. Below are specific benefit levels that apply during your benefit period.

Benefit	In-Network	Out-of-Network
Benefit Period Ⓞ	Calendar Year	
Deductible (per benefit period)		
Individual	\$1,000	\$5,000
Family	\$2,000	\$10,000
Plan Payment Level – Based on the provider's reasonable charge (PRC)	100% after deductible	70% after deductible until out-of-pocket limit is met; then 100%
Out-of-Pocket Limit (per benefit period)Ⓞ		
Individual	Not Applicable	\$5,000
Family		\$10,000
Total Maximum Out-of-Pocket Ⓞ (per benefit period)		
Individual	\$6,600	N/A
Family	\$13,200	N/A
Lifetime Maximum (per person)	Unlimited	Unlimited
Physician Office Visits	100% after \$15 copayment	70% after deductible
Specialist Office Visits	100% after \$30 copayment	70% after deductible
Preventive Care Ⓞ		
<i>Adult</i>		
Routine Physical exams	100% (deductible/copayment does not apply)	Not Covered
Adult Immunizations	100% (deductible does not apply)	70% after deductible
Routine gynecological exams, including a PAP Test	100% (deductible/copayment does not apply)	70% (deductible does not apply)
Mammograms, annual routine and medically necessary	100% (deductible does not apply)	70% after deductible
Well-Women CareⓄ	100% (deductible does not apply)	70% after deductible
Colorectal Cancer Screening	100% (deductible does not apply)	70% after deductible
Diagnostic services and procedures	100% (deductible does not apply)	70% after deductible
<i>Pediatric</i>		
Routine physical exams	100% (deductible/copayment does not apply)	Not Covered
Pediatric immunizations	100% (deductible does not apply)	70% (deductible does not apply)
Diagnostic services and procedures	100% (deductible does not apply)	70% after deductible
Emergency Room Services	100% after \$100 copayment (waived if admitted)	
Spinal Manipulations	100% after \$30 copayment	70% after deductible
	Limit: 20 visits/calendar year	
Physical Medicine	100% after \$30 copayment	70% after deductible
Speech Therapy	100% after \$30 copayment	70% after deductible
Occupational Therapy	100% after \$30 copayment	70% after deductible
Allergy Extracts and Injections	100% after deductible	70% after deductible
Ambulance	100% after deductible	
Applied Behavior Analysis for Autism Spectrum Disorders (ASD) Ⓞ	100% after deductible	70% after deductible
Assisted Fertilization Procedures	Not Covered	
Dental Services Related to Accidental Injury	100% after deductible	70% after deductible
Diabetes Treatment	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
<i>Advanced Imaging</i> (MRI, CAT Scan, PET scan, etc.)		
<i>Basic Diagnostic Services</i> (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	70% after deductible

Dyer Quarry, Inc. – PPO 100/70 – Non-Grandfathered

Benefit	In-Network	Out-of-Network
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	
Enteral Formulae	100% (deductible does not apply)	70% (deductible does not apply)
Home Infusion Therapy	100% after deductible	
Home Health Care	100% after deductible	
Hospice	100% after deductible	
Hospital Services – Inpatient	100% after deductible	70% after deductible
Hospital Services – Outpatient	100% after deductible	70% after deductible
Infertility Counseling, Testing and Treatment ^②	100% after deductible	70% after deductible
Maternity (facility & professional services)	100% after deductible	70% after deductible
Medical/Surgical Expenses (Except Office Visits)	100% after deductible	70% after deductible
Mental Health – Inpatient	100% after deductible	70% after deductible
Mental Health – Outpatient	100% after deductible	70% after deductible
Pediatric Extended Care Services	100% after deductible	70% after deductible
	Limit: 100 days/calendar year	
Private Duty Nursing	100% after deductible	
Respiratory Therapy	100% after deductible	
Skilled Nursing Facility Care	100% after deductible	
Substance Abuse – Inpatient Detoxification	100% after deductible	70% after deductible
Substance Abuse – Inpatient Rehabilitation	100% after deductible	70% after deductible
Substance Abuse – Outpatient	100% after deductible	70% after deductible
Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	70% after deductible
Transplant Services	100% after deductible	70% after deductible
Precertification Requirements	Performed by Member ^③	

- ① Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.
- ② Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy is covered.
- ③ Highmark Healthcare Management (HMS) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Some facility providers will contact HMS and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting HMS for precertification. If not, you are responsible for contacting HMS. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- ④ Out-of-pocket limits do not include copayments, deductibles, prescription drug cost share, or amounts in excess of the Allowable Charge. Once the out-of-pocket limit is met, the plan will pay 100% for the remainder of the benefit period for benefits subject to coinsurance.
- ⑤ Total maximum out-of-pocket includes copayments, deductibles, prescription drug cost share and out-of-pocket limits. Once the total maximum out-of-pocket is met, the plan will pay 100% for the remainder of the benefit period. This amount is subject to change per ACA guidelines.
- ⑥ Coverage for eligible members to age 21. Services will be paid according to the benefit category, i.e., speech therapy. Treatment for autism spectrum disorders does not reduce visit/day limits.
- ⑦ Services are limited to those listed on the Highmark Preventive Schedule and the Women's Health Preventive Schedule. Gender, age and frequency limits may apply.
- ⑧ Benefits are provided for female members for items and services, including, but not limited to, an initial physical examination to confirm pregnancy, screening for gestational diabetes, coverage for contraceptive methods (In-Network coverage only) and counseling and breastfeeding support and counseling.

Benefit	In-Network	Out-of-Network						
Premier Prescription Drug Program (Defined by Premier Pharmacy Network - Not Physician Network)	Retail – 34-day supply Mail Order – 90 day supply Mandatory Generic ^①	Not Covered						
	<table border="0"> <tr> <td style="padding-right: 10px;">Retail</td> <td style="padding-right: 10px;">Mail Order</td> </tr> <tr> <td>➤ \$10 copayment generic</td> <td>➤ \$20 copayment generic</td> </tr> <tr> <td>➤ \$20 copayment brand formulary^②</td> <td>➤ \$40 copayment brand formulary^②</td> </tr> <tr> <td>➤ \$35 copayment non-formulary</td> <td>➤ \$70 copayment non-formulary</td> </tr> </table>		Retail	Mail Order	➤ \$10 copayment generic	➤ \$20 copayment generic	➤ \$20 copayment brand formulary ^②	➤ \$40 copayment brand formulary ^②
Retail	Mail Order							
➤ \$10 copayment generic	➤ \$20 copayment generic							
➤ \$20 copayment brand formulary ^②	➤ \$40 copayment brand formulary ^②							
➤ \$35 copayment non-formulary	➤ \$70 copayment non-formulary							

- ① The member is responsible for the payment differential when a generic drug is authorized by the physician and the patient elects to purchase a brand drug. The member payment is the price difference between the brand drug and generic drug in addition to the brand drug copayment or coinsurance amounts, which may apply.
- ② The formulary is an extensive list of Food & Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. Your program includes coverage for both formulary and non-formulary drugs at the specific copayment or coinsurance amounts listed above.

2015 PREVENTIVE SCHEDULE



This Schedule is a reference tool for planning your family's preventive care, and lists items/services required under the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended. It is reviewed and updated periodically based on the advice of the U.S. Preventive Services Task Force, laws and regulations and updates to clinical guidelines established by national medical organizations. Accordingly, the content of this Schedule is subject to change. Your specific needs for preventive services may vary according to your personal risk factors. Your doctor is always your best resource for determining if you're at increased risk for a condition. Some services may require prior authorization. If you have questions about this Schedule, prior authorizations, or your benefit coverage, please call the Member Service number on the back of your ID card.

Adult (age 18+) Preventive Schedule

Physical Exams/Health¹ Guidance	Every 1-2 years for adults 19-49 years of age. Every year for adults 50 years of age and older.
Pelvic /Breast Exam by Practitioner	Annually.
Abdominal Aortic Aneurysm Screening	One-time screening by ultrasonography for men between age 65 and 75 who previously smoked.
BRCA Mutation Screening	One-time genetic assessment for breast and ovarian cancer susceptibility as recommended by your doctor. Annual preventive breast MRI if BRCA positive or immediate family of BRCA carrier but untested. (If you have/have had cancer, or your mammogram is positive, annual MRIs are diagnostic and will follow your diagnostic benefits.)
Bone Mineral Density Screening	Once every 2 years: All women 65 years and older or men 70 years and older. Or, younger post-menopausal women who have had a fracture or have one or more risk factors for osteoporosis.
Chlamydia, Gonorrhea, HIV and Syphilis Screenings	All sexually active males and females, as recommended by your doctor.
Colorectal Cancer Screening (and certain colonoscopy preps with prescription)	All: beginning at age 50 annual screening with fecal occult blood test (FOBT), or screening with flexible sigmoidoscopy every 5 years with or without annual FOBT, or double contrast barium enema every 5 years or colonoscopy every 10 years. High-risk: Earlier or more frequently as recommended by your doctor.
Fasting Blood Glucose	For high-risk patients screenings should start at age 45 at three-year intervals. Earlier screening may be indicated based on individual risk factors.
Hepatitis B Screening	For high-risk patients as recommended by your doctor.
Hepatitis C Screening	For high-risk patients: As recommended by your doctor.
Cholesterol Screening²	Routine screening every 5 years beginning at age 20. More frequent testing of those at risk for cardiovascular disease.
Lung Cancer Screening	Annually for adults age 55-80 years with 30 pack/year smoking history and currently smokes or quit within the past 15 years.
Mammogram	Starting at age 40, performed annually if recommended by your doctor.
Pap Test	Ages 21-65: Every 3 years, or annually as recommended by your doctor. From ages 30-65: can be performed every 5 years if combined Pap and HPV are negative. Over age 65: As recommended by your doctor.
Chicken Pox (Varicella)	One series of two doses at least one month apart for adults with no history of chicken pox.
Diphtheria, Tetanus (Td/Tdap)	One time Tdap. Td booster every 10 years for all adults.
Hepatitis A	Based on individual risk or physician recommendation: One two-dose series.
Hepatitis B	Based on individual risk or physician recommendation: One three-dose series.
H. Influenzae B (HIB)³	Based on individual risk by physician recommendation.
Human Papillomavirus (HPV)	For individuals age 9 to 26, one three-dose series. Dose 2 at 2 months from Dose 1. Dose 3 at 6 months from Dose 1.
Influenza	Annually.
Measles/Mumps/Rubella (MMR)	One to two doses as recommended by your doctor.
Meningococcal	Based on individual risk or physician recommendation: One or two doses per lifetime.
Pneumococcal	High-risk or at age 65: One to two doses as recommended by your doctor.
Shingles (Zoster)	One dose age 60 years of age and older.

1. Includes discussion of alcohol use, blood pressure screening, depression, intimate partner and domestic violence, sexually transmitted diseases, aspirin therapy and tobacco use.
2. In the previous Preventive Schedule, Cholesterol Screening was labeled Lipid Screening. The benefit remains the same.
3. Hib (Haemophilus influenzae type b) is recommended for adults with certain specified medical conditions to prevent meningitis, pneumonia, and other serious infections. This vaccine does not provide protection against the flu and does not replace the annual influenza vaccine.

Schedule for Children: Birth to 59 Months

	0-1	1-2	2-3	3-4	4-5	5-6	6-12	12-18	18-24	24-36	36-48	48-59
Hearing Screening ¹	✓											
Visual Screening ^{1,2}												
Wellness Exam ³	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Autism Screening⁹												
Critical Congenital Heart Disease (CCHD) Screening with Pulse Oximetry	✓									✓	✓	
Developmental Screening ³						✓			✓			✓
Lead Screening						✓						
Hematocrit or Hemoglobin							✓					
Newborn Blood Screening ¹⁰	✓											
Chicken Pox⁵												
Diphtheria/Tetanus/Pertussis (DTaP) ^{4,7}			Dose 1	Dose 2	Dose 3		Dose 1	Dose 4 (15 to 18 months)				
Hepatitis A ⁸							Dose 1	Dose 2				
Hepatitis B ⁸	Dose 1		Dose 2				Dose 3 (6 to 18 months)					
H. Influenzae Type B (Hib)			Dose 1	Dose 2	Dose 3 ⁶		Dose 4 (12 to 15 months)					
Influenza ⁵							One or two doses annually for all children 6 months to 18 years of age					
Measles/Mumps/Rubella (MMR) ⁸							Dose 1 (12 to 15 months)					
Meningococcal ⁸												
Pneumococcal Conjugate (PCV) ^{4,8}			Dose 1	Dose 2	Dose 3		Dose 4 (12 to 15 months)					
Polio (IPV) ⁶			Dose 1	Dose 2			Dose 3 (6 to 18 months)					
Rotavirus			Dose 1	Dose 2	Dose 3							

- As shown and when conditions indicate. If patient is uncooperative, rescreen within six months.
- Vision screening is a covered benefit. It is performed in the physician's office, by having the child read letters of various sizes on a Snellen chart. A comprehensive vision exam is performed by an ophthalmologist or optometrist and requires a vision benefit.
- This includes, at appropriate ages, height, weight and Body Mass Index (BMI) measurement, developmental assessment.
- Additional immunizations and expanded age ranges may be eligible based on state mandates for childhood immunizations.
- Children can get this vaccine at any age if not previously vaccinated.
- Or other series/schedule as recommended by the doctor.
- DTaP is given to children under age 7, in order to develop immunity to diphtheria, tetanus and whooping cough. Tdap provides continued protection in older children and adults.
- Previously unvaccinated older infants and children who are beyond the age of the routine infant schedule should follow the dosing guidelines recommended by their doctor.
- In the previous Preventive Schedule the Autism/Developmental Screening benefit information was located in a footnote for the Wellness Exam. The benefit remains the same.
- In the previous Preventive Schedule, Newborn Blood Screening was labeled Hereditary/Medical Screening. The benefit remains the same.

Schedule for Children: 3 Years to 18 Years

Blood Pressure	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Every year from age 11 through 18
Depression Screening																				Every year beginning age 11
Hearing Screening ¹		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Every year from age 11 through 18
Visual Screening ^{1,2}	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Every year from age 11 through 18
Wellness Exam ³	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Every year from age 11 through 18
Lead Screening	When indicated. (Please also refer to your state specific recommendations.)																			
Hematocrit or Hemoglobin	Annually for females during adolescence and when indicated.																			
Chicken Pox ⁴																				Dose 2 Children not receiving the vaccine prior to 18 months can receive the vaccine at any time. Children 13 years or older who haven't been vaccinated and haven't had chicken pox should receive two doses of the vaccine at least 4 weeks apart. Second dose, catch-up is recommended for those who previously received only 1 dose.
Diphtheria/Tetanus/Pertussis (DTaP) ^{4,7}																				Dose 5 (4 to 6 years) One dose of Tdap if five doses were not received previously Td every 10 years
Hepatitis A ⁴																				
Hepatitis B ⁴																				
Human Papillomavirus (HPV)																				One three dose series for individuals between 9 and 26 years old. Dose 2 at two months from Dose 1. Dose 3 at six months from Dose 1.
Influenza ⁴	One or two doses annually for all children 6 months to 18 years of age																			
Measles/Mumps/Rubella (MMR) ⁴	The second dose of MMR is routinely recommended at 4 to 6 years, but may be administered during any visit, provided at least one month has elapsed since receipt of the first dose and that both doses are administered at or after age 12 months.																			
Meningococcal ⁴																				Dose 1 One time booster at 16
Pneumococcal Conjugate (PCV) ^{4,4}																				
Polio (IPV) ⁴																				Dose 4 (4 to 6 years)
BRCA Mutation Screening	As recommended by doctor																			
Cholesterol Screening	Screening will be done at the doctor's discretion, based on the child's family history and risk factors																			
Fluoride Varnish	Service provided by the primary care doctor or their staff in the doctor's office only. As recommended by your doctor for ages 5 years and younger. Benefit does not apply to services provided by a dentist.																			
Hepatitis B Screening																				When indicated for high-risk
Hepatitis C Screening																				When indicated for high-risk
Chlamydia, Gonorrhea, HIV and Syphilis Screening ⁴	As recommended by doctor for all sexually active males and females and other high-risk individuals.																			
Tuberculin Test	Testing should be done upon recognition of high-risk factors. Frequency should be determined by community and personal risk factors.																			

- As shown and when conditions indicate. If patient is uncooperative, rescreen within six months.
- Vision screening is a covered benefit. It is performed in the physician's office, by having the child read letters of various sizes on a Snellen chart. A comprehensive vision exam is performed by an ophthalmologist or optometrist and requires a vision benefit.
- This includes, at appropriate ages, height, weight and Body Mass Index (BMI) measurement, developmental and behavioral assessment, including autism screening, education and brief counseling to prevent the initiation of tobacco use, and other care as determined by the doctor. Coverage is based on a calendar year.
- Additional immunizations and expanded age ranges may be eligible based on state mandates for childhood immunizations.
- Children can get this vaccine at any age if not previously vaccinated.
- Or other series/schedule as recommended by the doctor.
- DTaP is given to children under age 7, in order to develop immunity to diphtheria, tetanus and whooping cough. Tdap provides continued protection in older children and adults.
- Previously unvaccinated older infants and children who are beyond the age of the routine infant schedule should follow the dosing guidelines recommended by their doctor.
- Routine screening for all sexually active females and males.

The following services are considered preventive care for pregnant women.

You should expect to receive the following screenings and procedures:

- Gestational Diabetes Screening
- Hematocrit and/or hemoglobin (Anemia)
- Hepatitis B screening and immunization, if needed
- HIV screening
- Rh typing during your first visit
- Rh antibody testing for Rh-negative women
- Tdap with every pregnancy
- Urine Culture & Sensitivity (C&S)

In addition, your doctor may discuss breast feeding during weeks 28 through 36 and/or post-delivery, tobacco use and behavioral counseling to reduce alcohol use.

Benefits for Children

Children with a body mass index (BMI) in the 85th to 94th percentile (overweight) and the 95th to 98th percentile (obese) are eligible for:

- Additional annual preventive office visits specifically for obesity
- Additional nutritional counseling visits specifically for obesity
- Recommended laboratory studies
 - ✓ Alanine Aminotransferase (ALT)
 - ✓ Aspartate Aminotransferase (AST)
 - ✓ Hemoglobin A1c or Fasting Glucose (FBS)
 - ✓ Cholesterol Screening

Benefits for Adults

Adults with a BMI over 30 are eligible for:

- Additional annual preventive office visits specifically for obesity and blood pressure measurement
- Additional nutritional counseling visits specifically for obesity
- Recommended laboratory studies:
 - ✓ ALT
 - ✓ AST
 - ✓ Hemoglobin A1c or Fasting Glucose (FBS)
 - ✓ Cholesterol Screening

Adult

Aspirin	For men age 45 to 79 years and women age 55 to 79 years to prevent cardiovascular disease
Folic Acid	All women planning or capable of pregnancy should take a daily supplement containing .4 to .8 mg of folic acid

Raloxifene Tamoxifen	For women without a cancer diagnosis who are determined to be at risk for breast cancer by their physician.
-------------------------	---

Tobacco cessation Vitamin D Supplements	Interventions for those adults who use tobacco products Routine over-the-counter supplements for adults 65 years and older who are at risk for falls
---	---

Children

Iron	Routine supplementation for asymptomatic children age 6 to 12 months who are at increased risk for iron deficiency anemia
------	---

Oral Fluoride	For preschool children older than 6 months of age whose primary water source is deficient in fluoride
---------------	---

Blue Cross Blue Shield is an independent member of the Blue Cross and Blue Shield Association. Blue Cross and Blue Shield and their logo and Shield symbol are registered service marks of the Blue Cross and Blue Shield Association. Highmark is a registered mark of Highmark Inc.

Women's Health Preventive Schedule

For non-grandfathered coverage renewing on or after 8/1/2012 or, grandfathered employers who have chosen to cover these benefits

Contraception and Counseling	All women with reproductive capacity: patient education, counseling and Food and Drug Administration (FDA)-approved contraceptive methods, including sterilization and procedures as prescribed.
Well-Woman Visits	Up to 4 visits annually for adult women to obtain the recommended preventive services that are age and developmentally appropriate, including preconception and the first visit to determine pregnancy.
Gestational Diabetes Screening	All women; between 24 and 28 weeks of gestation. High-risk: at the first prenatal visit.
Human Immunodeficiency Virus (HIV) Counseling and Screening	Annually for all sexually active women.
Human Papillomavirus (HPV) Screening Testing	Screening every 3 years beginning at age 30.
Interpersonal and Domestic Violence Screening and Counseling	Annually.
Lactation (Breastfeeding) Counseling, Support and Supplies	Comprehensive lactation support and counseling, by a trained provider during pregnancy and/or in the postpartum period, and costs for renting breastfeeding equipment.
Sexually Transmitted Infections Counseling	Annually for all sexually active women.

Because the Children's Health Insurance Program (CHIP) is a government sponsored program and not subject to PPACA, certain preventive benefits may not apply to CHIP members and/or may be subject to copayments.

Grandfathered plans are health care plans that were established before March 23, 2010, and have not changed their benefit structure. Certain PPACA provisions differ or do not apply to these plans. If your health coverage is a grandfathered plan, you would have received notice of this in your benefit materials.

SCHEDULE

Eligible Persons

To be eligible for insurance, a person must be a member of an Eligible Class. The person must also complete a period of continuous service (Service Requirement) with the *policyholder* (or any *associated company*).

Eligible Class:

For employee insurance – Each *full-time* Administrative or non-union employee of the *policyholder* or an *associated company*,

- who is at *active work*, and
- who is working in the United States of America,

as identified on the *policyholder's* or our records, except any temporary or seasonal worker.

A non-union employee is an employee of the *policyholder* or an *associated company* employed in a position not covered under a collective bargaining agreement by and between the *policyholder* or an *associated company* and a union local.

For dependent insurance - Each person eligible and insured for employee insurance.

Associated Companies: None

Service Requirement: None

Entry Date

Insurance will take effect on the later of (i) the date shown below, and (ii) the first of the month occurring on or after the day all the eligibility requirements are met.

Effective Date of Insurance

The dental insurance provisions of the certificate are effective for any dental expenses incurred on or after July 1, 2015 (subject to Entry Date).

Dental Insurance

Deductible Amount	PPO Plan (In-Network Plan)	Non-PPO Plan (Out-of-Network Plan)
Individual Deductible Amount:	\$0	\$0
Individual Deductible Amount for Class IV Services:	\$0	\$0
Maximum Family Deductible:	Does Not Apply	Does Not Apply

Covered dental expenses incurred toward the deductible amount apply to both the PPO and Non-PPO Plans.

SCHEDULE (continued)

Co-Insurance Percentages	PPO Plan (In-Network Plan)	Non-PPO Plan (Out-of-Network Plan)
Class I Preventive Services:	100%	100%
Class II Basic Services:	100%	100%
Class III Major Services:	50%	50%
Class IV Orthodontic Services:	50%	50%

Benefit Maximums:	PPO Plan (In-Network Plan)	Non-PPO Plan (Out-of-Network Plan)
Benefit Year Maximum:	\$1,500	\$1,500
Overall Benefit Maximums:		
Temporomandibular joint treatment:	\$1,000	\$1,000
Class IV Orthodontic Services:	\$1,000	\$1,000

Amounts applied to the benefit maximums will apply to both the PPO Plan and Non-PPO Plan maximums.

Covered dental expenses incurred for Class I In-Network or Out-of-Network Dental Services will not be applied to the Benefit Year Maximum.

Covered dental expenses are based on current dental terminology and are updated periodically. The most current dental terminology may not be reflected in the list of covered dental expenses. However, benefits will be payable based on the most current dental terminology.

Notice: This plan contains a *maximum allowable charge* feature. The *maximum allowable charge* is defined in the DEFINITIONS FOR DENTAL INSURANCE section. The amount that we will consider for payment under the *maximum allowable charge* could be much lower than the actual fee charged by a *dentist* who is not a participant in the *preferred provider plan*.

If you receive *treatment* from a *dentist* who is not a participant in the *preferred provider plan*, you must pay the difference between the *dentist's* actual fee and the *maximum allowable charge*. You must also pay any deductible and co-insurance amounts applicable to the Non-PPO Plan.

Choosing to receive *treatment* from a *dentist* who is not a *preferred provider* may increase the amount you must pay for your *treatment*.

Please contact us at the number shown on your Group Dental ID Card if you have any questions.

Discounts on dental care products are available. Please visit the For Members site at www.assurantemployeebenefits.com for details.

Schedule of Vision Benefits

Co-payment <i>None</i>	Participating Provider	Non- Participating Provider
Examination Under 19 Once Every 12 Months 19 & over Once Every 24 Months	▪ Covered 100%	Reimbursed Amount ▪ Up to \$32
Lenses Under 19 Once Every 12 Months 19 & over Once Every 24 Months ▪ <i>Single Vision</i> ▪ <i>Bifocal</i> ▪ <i>Trifocal</i> ▪ <i>Lenticular</i> ▪ <i>Polycarbonates (under age 19)</i>	Standard Glass or Plastic ▪ Covered 100%	▪ Up to \$25 ▪ Up to \$36 ▪ Up to \$46 ▪ Up to \$72 ▪ N/A
Frame Once Every 24 Months	Retail Allowance ▪ Up to \$60 (20% discount off balance)*	▪ Up to \$30
Contact Lenses Under 19 Once Every 12 Months 19 & over Once Every 24 Months Elective Contact Lenses <i>Medically Necessary***</i>	In lieu of Lenses & Frame ▪ Up to \$85 Retail [Ⓞ] (15% discount (Conventional) or 10% discount (Disposable) off balance)** ▪ Up to \$225	In lieu of Lenses & Frame ▪ Up to \$85 ▪ Up to \$225

*Does not apply to Wal-Mart / Sam's Club locations

**Does not apply to Wal-Mart / Sam's Club or Contact Fill locations

***Pre-approval from NVA required

ⓄAdditional professional services related to contact lenses (also known as fitting fees) would be included in the contact lens allowance shown above.

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below:

- | | |
|---|---|
| <ul style="list-style-type: none"> ▪ \$10 Solid Tint ▪ \$12 Fashion / Gradient Tint ▪ \$10 Standard Scratch-Resistant Coating ▪ \$12 Ultraviolet Coating ▪ \$40 Standard Anti-Reflective ▪ \$20 Glass Photogrey (Single Vision) ▪ \$30 Glass Photogrey (Multi-Focal) ▪ \$75 Polarized | <ul style="list-style-type: none"> \$50 Progressive Lenses Standard \$65 Transitions Single Vision Standard \$70 Transitions Multi-Focal Standard \$25 Polycarbonate (Single Vision) 19 & over \$30 Polycarbonate (Multi-Focal) 19 & over \$30 Blended Bifocal (Segment) \$55 High Index |
|---|---|

Options not listed will be priced by NVA providers at their reasonable & customary retail price less 20%.

Wal-Mart / Sam's Club Stores: Due to their everyday low prices Wal-Mart / Sam's Club will not provide the lens options at the fees listed in the fixed option pricing list. Wal-Mart / Sam's Club stores accept NVA for materials. Doctors affiliated with Wal-Mart / Sam's Club are not Wal-Mart / Sam's Club employees; therefore, participation for exams varies.



CHARTIS

NVA® is a registered mark of National Vision Administrators, L.L.C

This document is intended as a program overview only and is not a certified document of the individual plan parameters.

**EXHIBIT C
VACATION**

VACATION SELECTION PRIORITY LIST

6/1/2015

Mark Kennedy	7/20/1982
Anthony Lawrence	4/18/1988
Geoffrey Fultz	4/25/1988
Joseph Dobra	3/29/1989
Thomas Crosby	4/6/1993
Duane Thomas	4/11/1995
Todd Bartman	7/8/1996
Dan Davidheiser	3/9/1998
Willie Edmunds	9/1/1999
Norman Bailey	5/16/2000
Jayson Hohi	5/29/2001
Robert Frazier	3/11/2002
James Brill	8/12/2002
Luther Crosby	8/12/2002
William Lantz	4/1/2002
Edward Selesky	5/23/2005
Michael Selesky	10/17/2005
Stephen Marinari	2/20/2006
James Kukielski	2/20/2006
Greg Gaines	5/21/2007
Kevin Edmunds	5/29/2007
William Thames III	8/13/2008
Jeffrey Heister	2/10/2009

EXHIBIT D
STEELWORKERS PENSION TRUST FUND

STEELWORKERS PENSION TRUST FUND SUMMARY

SECTION 1 - BENEFIT PLAN

The parties to this Agreement desire that the benefits granted by the Trustees of the STEELWORKERS PENSION TRUST, hereinafter "TRUST", be provided to those Covered Employees employed within the UNION's Bargaining Unit, as defined herein.

SECTION 2 - CONTRIBUTION RATE

The month for which the contribution is due is referred to as the "Benefit Month" and the month immediately preceding the Benefit Month as the "Wage Month".

For the Benefit Month June, 2015, the EMPLOYER shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to one dollar and five cents (\$1.05) for each hour worked by all Covered Employees during the Wage Month.

For the period beginning Benefit Month July, 2015, and continuing through Benefit Month June, 2016, the EMPLOYER shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to one dollar and ten cents (\$1.10) for each hour worked by all Covered Employees during the Wage Month.

The parties understand that the first Benefit Month of the increase in the Contribution Rate is July, 2015, and that for that month the EMPLOYER is to contribute to the TRUST one dollar and ten cents (\$1.10) for each hour worked by all Covered Employees who worked for any length of time during the preceding Wage Month of June 2015.

For the period beginning Benefit Month July, 2016, and continuing through Benefit Month June, 2017, the EMPLOYER shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to one dollar and fifteen cents (\$1.15) for each hour worked by all Covered Employees during the Wage Month.

Effective Benefit Month July, 2017, the EMPLOYER shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to one dollar and twenty cents (\$1.20) for each hour worked by all Covered Employees during the Wage Month.

SECTION 3 - COVERED EMPLOYEES

Covered Employees are all employees employed within the UNION's Bargaining Unit who were actively employed by the EMPLOYER for any length of time during the Wage Month. The EMPLOYER is required to make a contribution on behalf of a Covered Employee whose employment is terminated during the Wage Month.

SECTION 4 - HOURS WORKED

The term "Hours Worked" means not only hours actually worked by Covered Employees but also hours not actually worked but for which Covered Employees were paid because of vacation, holiday and up to a maximum of one hundred twenty (120) hours spread among the four officers when said Union officers are engaged in non-Company paid Union business. Hour paid for jury duty and bereavement leave are not considered Hours Worked, and therefore the EMPLOYER shall not pay contributions for such time.

SECTION 5 - PAYMENT OF CONTRIBUTIONS

Contributions are due from the EMPLOYER on the tenth (10th) day of the Benefit Month, commencing with the Benefit Month of June, 2015, and each and every month thereafter so long as this Agreement is in force.

SECTION 6 - COVERAGE - NEWLY HIRED EMPLOYEES NOT PREVIOUSLY COVERED

Newly hired employees not previously covered by the TRUST are not considered Covered Employees until the first day of the first calendar month immediately following the expiration of forty-five (45) calendar days from the commencement of employment. Such calendar month is the new employee's first Benefit Month. The immediately preceding calendar month is the employee's first Wage Month.

The parties understand that, for example, if an employee's first day of employment is on June 15, 2015, the above describing waiting period expires on July 29, 2015, and that employee's first Benefit Month is August, 2015, and his/her first Wage Month is July, 2015, the EMPLOYER is to contribute to the TRUST one dollar and ten cents (\$1.10) for each hour worked by that employee during the preceding Wage Month of July, 2015.

SECTION 7 - COVERAGE - NEWLY HIRED EMPLOYEES WHO WERE PREVIOUSLY COVERED

Newly hired employees previously covered by the TRUST are considered Covered Employees as of the first day of the first calendar month immediately after the commencement of employment. This calendar month is the employee's first Benefit Month and the calendar month immediately preceding is the employee's first Wage Month.

SECTION 8 - REQUIREMENT

The EMPLOYER shall transmit to the TRUST with each contribution a Contribution Report on the form furnished by the TRUST on which the EMPLOYER shall report *the Social Security numbers, names, status, birth date, hire date, termination date as applicable, rate level*, as well as *the total number of hours worked* for each Covered Employee during the Wage Month. The EMPLOYER further agrees to supply to the

TRUST such further information as may from time to time be requested by it in connection with the benefits provided by said TRUST to said Employees, and to permit audits of its books and records by the TRUST for the sole purpose of determining compliance with the terms and conditions of this Agreement.

SECTION 9 - BENEFIT ACCRUAL RATE

The immediately preceding Agreement, as well as the current Agreement, between the parties provides for a contribution rate of one dollar and five cents (\$1.05) per hour.

Section 2 of this Agreement provides for a Contribution Rate of one dollar and five cents (\$1.05) per hour effective Benefit Month of June, 2015, to be increased to one dollar and ten cents (\$1.10) per hour effective Benefit Month of July, 2015, to be increased to one dollar and fifteen cents (\$1.15) per hour effective Benefit Month July, 2016, to be increased to one dollar and twenty cents (\$1.20) per hour effective Benefit Month July, 2017.

Whatever pension benefit an employee has accrued to the last day of Wage Month April, 2015, remains unchanged.

Effective Benefit Month August 2006, based on Wage Month July, 2006, the Benefit Accrual Rate that applies to these employees is that the monthly pension benefit of an Employee at age 65 years shall be an amount equal to twenty-five percent (25%) of total contributions paid to the trust on the service of such Employee divided by twelve (12) in accordance with the provisions of the Declaration of Trust of the Steelworkers Pension Trust.

It is understood by all concerned that the foregoing Benefit Accrual Rates may be modified by the Trustees at any time upon proper notice as required by law.

In consideration of the EMPLOYER's aforesaid contributions to the TRUST as herein above provided and for so long as the EMPLOYER's participation in the TRUST is accepted by the Trustees, the Trustees will, beginning with the date of receipt by the TRUST of the EMPLOYER's first said contribution and continuing for such part of the duration of the Agreement as the EMPLOYER fully complies by this Agreement, extend and make available to the Employees covered by this Agreement, the pension benefits for which such Employees are eligible under the Declaration of Trust, as amended from time to time, which is by this reference incorporated herein and made a part hereof.

SECTION 10 - TERMINATION

This Incorporation Agreement will terminate at the same time the Collective Bargaining Agreement between the parties terminates, which is the last day of May, 2018.

EXHIBIT "E"
SIDE LETTERS/SIDE AGREEMENTS

SIDE LETTERS/SIDE AGREEMENTS

Over the years various "side agreements" that have been used for addressing unique circumstances or to clarify terms within the Collective Bargaining Agreement. Such side letters shall be attached to the Contract as Exhibit E and shall be incorporated herein to the extent the same are relevant for the purpose for which they were created.

The following are the side agreements for integration in to the Contract:

1. In the event that a Holiday as defined by the Contract, Article 13, occurs on a back-to-back Friday/Saturday or Sunday/Monday then the holidays will be taken on the Friday and Monday of the respective weeks. For example, if New Year's Eve and New Year's day fall on Friday and Saturday, respectively, employees will have a holiday on Friday and the following Monday. Similarly, if New Year's Eve falls on a Sunday and New Year's Day falls on a Monday, then the holidays will be taken the Friday before New Year's Eve and the Monday of New Year's Day.
2. Employees who require prescription safety glasses shall be provided \$100.00 per year and an additional \$100.00 per year may be provided for transition lenses.
3. In order to address Contract Article VI, Paragraph G, the following side letter shall be issued: Employees shall be advised if you hold your notice/request for vacation time past March of each year, then you could have an issue with scheduling their vacation. Such vacation requests that are provided with notice past March of each year will be granted based upon production needs or other needs of the quarry. In the event vacation times are not available due to late notice, then employees will have to pick alternative approved dates or receive pay in lieu of time off in accordance with the provisions of the contract.

4. In order to address Contract Article V, Section H hiring concerns the following side letter shall be issued: When hiring personnel for union positions, Management shall use every effort to discuss position requirements, post internally prior to external employment solicitation and discuss applicants with the Union Steward. However, all decisions as to hiring and the basis for hiring decisions shall be solely within the discretion of management.
5. In order to address Contract Article VI, Section G the following side letter shall be issued: Management shall continue to make determinations as to the amount of employees who make take vacation on a day-to-day basis. Employees shall follow all vacation application processes when scheduling vacation dates. Unless in the case of emergency or large work projects, the Company shall make every effort to allow at most three (3) persons to take vacations on the same date.
6. Management will not subcontract out work that has normally and historically been performed by bargaining unit members. Management will advise the Union prior to contracting out work.
7. An additional side letter dated December 19, 2003 relative to William Lantz shall be incorporated herein as an exhibit to the contract.