

Collective Bargaining Agreement

Between

**Lehigh Cement Company LLC
Lehigh North Region
Mason City, Iowa**



And

**Local Lodge D-106
Cement, Lime, Gypsum And Allied Workers
Division Of The
International Brotherhood Of Boilermakers**

Effective October 6, 2015

Preamble

This Agreement is by and between the Lehigh Cement Company LLC, Mason City, Iowa Plant, hereinafter known as the "COMPANY" and the Cement, Lime, Gypsum and Allied Workers Division of the International Brotherhood of Boilermakers, and Local Lodge D-106, affiliated with the American Federation of Labor and Congress of Industrial Organizations, hereinafter known as the "UNION". One of the purposes of this Agreement is to maintain the existing harmonious relationship and close cooperation between the Company and the Union.

Collective Bargaining Agreement

Table Of Contents

Article		Page
I	Recognition	5
II	Employment and Promotion	6
III	Hours of Work – Working Conditions	9
IV	Holidays	12
V	Vacation	13
VI	Wage Rates	16
VII	Shift Differential	16
VIII	Deductions	16
IX	Grievance Procedure	17
X	First Aid and Medical Service	19
XI	Safety and Welfare	19
XII	Job Status – Permanent Conditions	21
XIII	Leaves of Absence	24
XIV	Union Label	25
XV	Contractors	25
XVI	Transfer of Agreement	26
XVII	Pension and 401K Plans	26
XVIII	Supplemental Unemployment Benefit Plan	27
XIX	Management Rights	27
XX	No Strike	28
XXI	Informal Understandings – Past Practices	28
XXII	Term of Agreement	29

Appendix	Page	
A	Wage Rate Schedule	30
B	Job Classification Schedule	31
C	On-The-Job Training Program	36
D	Substance Abuse & Drug Testing	40
E	Side Letters	
	E-1 Coordination of Scheduling of Breaks, Lunches and Wash-up Time	46
	E-2 Article II Section 6: Posting of Job Vacancies - Serviceman	47
	E-4 Article V Section 7 Vacation Assignments during periods of shutdown, illness, injury or curtailment	48
	E-5 Shift Differential	49
	E-8 Article XIII Section 3, Jury Duty	50
	E-10 Quarry Mechanics Shift Differential	51
	E-12 Staffing of Maintenance Journeyman Classifications	52
	E-14 Employees Right to Union Representation	53
	Attendance Policy	54

Article I Recognition

Section 1: Recognition

The Company recognizes the Union as the sole Collective Bargaining Agent for production, maintenance, and laboratory employees working at the Company's Mason City, Iowa Plant, but excluding all clerical, supervisory, and/or guard employees.

The term "employee" as used in this Agreement shall be construed to include only the person or persons employed by the Company and regularly assigned to the work covered by the Job Titles/Classification as set forth in the Wage Rate Schedule attached hereto and made part of this Agreement. The term "employee" as used in the Agreement will not include supervisors or laboratory and clerical employees compensated on a salary basis.

Section 2: Non-Discrimination

All provisions of this Agreement shall be applied to all employees without regard to race, color, sex, religious creed, age or national origin.

Section 3: Committeemen

The Local Lodge at the plant shall appoint committeemen and will cooperate with the Company in the selection of its committeemen who will participate in a meeting in such a manner so as not to jeopardize the operation of the plant.

The number of committeemen attending a meeting shall be limited to three (3) and there shall be no more than one (1) committeeman from any classification. In the event that both the Company and the Union deem it necessary to have more than one (1) committeeman from a classification present at a specific meeting, nothing contained in this Section shall preclude such configuration provided that both parties mutually agree to the variation.

Section 4: Local Lodge Negotiating Committee

The Company will excuse and reimburse three (3) members of the Local Union's negotiating committee from the Local Lodge for scheduled time lost while participating in scheduled negotiating meetings with the Company. **The Company will schedule negotiations on days which the negotiations committee members are scheduled to work.**

Section 5: Bulletin Board Usage

- (a) The Company agrees to allow the proper officers of the Local Lodge who are employees of the Company to use the bulletin boards of the plant for posting notices in the interest of the Company and its employees
- (b) The Company will furnish copies of the Labor, Pension, **401(k)**, Insurance, and Supplemental Unemployment Benefit Agreements.

Section 6: Off Duty Grievance Investigations - Right Of Entry

Local Lodge officers and stewards off duty and representatives of the International Union shall, upon notice to the Company, be permitted on the Company's premises to investigate grievances. Any entrance on the property under this Section will be understood as to be in compliance with the Company's visitor **and safety** procedures for this location.

Article II Employment and Promotion

Section 1 - Probationary Employee

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the **first sixty (60) calendar days**. During this period the employee will receive no continuous service credit during such period. Probationary employees may file and process grievances under this Agreement but may be laid off or discharged as exclusively determined by Management. Probationary employees continued in the service of the Company subsequent to the probationary period cited above shall receive full continuous service from the most recent date of hire.

Section 2 - Bargaining Unit Work

It is not the desire or intent of the Company to have Company personnel excluded from the bargaining unit routinely perform bargaining unit work. The Company and the Union recognize that in certain situations it may be necessary for Company personnel to perform work regularly assigned to bargaining unit employees in order to maintain and/or safeguard the operation of the facility. Company supervisory personnel will determine the necessity for the performance of such work. Such work shall include:

- (a) Work of an incidental nature.
- (b) Instruction of employees.
- (c) Inspection.
- (d) Training of employees.
- (e) Work of an emergency nature.
- (f) Demonstration of equipment.
- (g) Relief of regular employees for lunch or break period if qualified bargaining unit employees are not available.

Section 3 - Disciplinary Action

- (a) Where the supervisor or other management representative conducts an investigatory interview with an hourly employee which can reasonably be believed will result in disciplinary action, the Union will, if requested by the employee, be allowed to have a representative/employee present. Whenever disciplinary action is assessed by means of a written notice, a copy of such written notice shall be forwarded to the appropriate Union representative. It is not the intent of this Section to expand the total number of committeemen.

- (b) Any record of disciplinary action which was taken with an employee shall remain intact as a permanent record and a part of an employee's file, except for those which are rescinded by the Company. Any disciplinary action, however, which occurred within thirty (30) months before a subsequent disciplinary action may only be considered by the Company as a basis for the progression of additional disciplinary action or for presentation in the grievance and/or arbitration procedure to support the Company's continued disciplinary actions. Any record of an employee's participation in or refusal to participate in the Parties' Substance Abuse Program, Appendix D, shall not, however, be subject to the above thirty (30) month limitation.

Section 4 - Notice Of Layoff

Whenever a layoff is planned due to a change or reduction in plant production requirements, the Company will advise the Union of the expected extent of such layoff and the expected effect on the work force within fourteen (14) calendar days prior to the effective date of such anticipated layoff. This provision does not apply to disciplinary layoffs or layoffs due to an Act of God, emergency, or other reasons beyond the control of the Company affecting the operation of the plant.

Section 5 - Incapacitated Employee

- (a) Any employee who becomes permanently incapacitated and, on the basis of competent medical opinion cannot perform the duties of his regular job, may exercise his seniority through the bidding or bumping procedure on any other job which he formerly held or into another job at the same or lower level which the employee could qualify for within a fifteen (15) work day period of time but not to exceed twenty-one (21) calendar days in accordance with the provisions hereinafter contained in this Article. It is understood that any job to which the incapacitated employee bids or bumps must be one which he is capable of performing in accordance with his incapacity. Should the employee fail to qualify for the job to which he has bid or bumped, he will be given an opportunity of a job by management which he is capable of performing in accordance with his incapacity. In the event that the Company and the Union deem it feasible, the parties may mutually agree to extend the training period beyond the twenty-one (21) calendar days specified herein.
- (b) Any employee affected by the procedure outlined in paragraph (a) of this Section shall have bumping rights to another position in the bargaining unit in accordance with his seniority and qualifications.

Section 6 – Job Posting

1. **Job vacancies for the following positions; (1) Serviceman; (2) Process Attendant, except for Operating Kiln; (3) Quality Control Technician Mix Control only; (4) Material & Handling Equipment Attendant No. 1 (Mill & Quarry) and (5) Material & Handling Equipment Attendant No. 2 (Shipping), shall be posted for a five (5) day period to allow any employees to make application in writing for such jobs. All written applications will include any qualifications the employee wishes to have considered. All written applications will be considered by the Plant Manager and assignments will be made on the basis of the following (in order of consideration), seniority, the requirements of the job; the knowledge, training, ability and physical fitness of the applicant.**

All job vacancies not listed above or new jobs created in the bargaining unit shall be posted for a five (5) day period to allow any employees to make application in writing for such jobs. All written applications will include any qualifications the employee wishes to have considered. All written applications will be considered by the Plant Manager and assignments will be made on the basis of the following (in order of consideration), requirements of the job, the knowledge, training, ability, and physical fitness of the applicant. In cases where management determines that other qualifications are relatively equal, seniority shall be the determining factor.

Upon the creation of a new job, the parties agree to meet and come to an agreement regarding whether the filling of the new job vacancy shall be governed by Paragraph one or Paragraph two above taking into account the specific job description and job duties of the newly created job.

An employee awarded a job under the above procedures shall be placed on the new job consistent with reasonable replacement criteria. After being placed on the new job, the employee will be given a period not to exceed thirty (30) working days within which to qualify for the job. During the qualifying period, he will receive no less than the rate of pay for the job he held permanently immediately prior to such qualifying period, and if the employee is found to be qualified by the Company, the employee will be paid the rate of pay for the new job. If the employee fails to qualify within the thirty (30) working day qualifying period, the employee shall be returned to his/her former job without prejudice and shall be ineligible to bid on any other jobs for a six (6) month period, beginning with the date he is disqualified.

If the employee chooses to withdraw during the qualifying period, the employee shall be returned to his/her former job without prejudice and shall be ineligible to bid on any other jobs for a twelve (12) month period, beginning with the date the employee withdraws.

In either case above the employee shall not be eligible to reapply for the job the employee was disqualified from or withdrew from for a period of five (5) years from the date of such disqualification or withdrawal.

Employees will be permitted to bid on no more than two (2) jobs in a twelve (12) month period, subject to the restrictions above. Time frame referenced will begin with the award of the first job.

A position vacated by an employee exercising his or her bidding rights under this Agreement will not be reposted until such time as the employee who bid out of the job is determined by the Company to be qualified to remain in the new position. During this period of time, the Company will either leave the position open or fill the position by assignment.

A position vacated by an employee exercising his/her bidding rights under this Agreement may be posted prior to the time that the initial bidder is determined to be fully qualified in the new position in those instances where Management determines that it is expeditious to do so. Any successful bidder on such secondary job will retain the same rights as provided in this Section.

If no employee bidding on the job proves satisfactory, the Company reserves the rights to select or hire any person it may deem competent to fill the vacancy.

When an employee is awarded a job and is fully trained as a Process Attendant Level VI, Process Attendant Level VII, Process Attendant Level VIII, Operations Utility Person Level V, all Quality Control Technician classifications and all Maintenance "A" classifications, such employee will be required to remain on such job for a period of four (4) years before he/she can bid out unless he/she bids into a higher rated job.

In the event that an employee working within the Operations Utility Person classification in Level II or higher fails to satisfactorily progress, such employee shall be placed into the Serviceman classification at a level commensurate with his/her skills and/or experience.

2. Company will fill the twenty-first (21st) shift by assignment.

Section 7 - Seniority

Seniority is defined as an employee's length of service starting with his date of hire or most recent date of rehire when he has experienced a loss of seniority as defined herein. Seniority shall be lost and an employee shall be considered as having terminated his employment with the Company, if:

1. The employee quits for any reason.
2. The employee is discharged and not reinstated through the grievance procedure.
3. The employee does not return to work within seven (7) days after receiving notice of recall

by Certified Mail to his last known address.

4. The employee is absent for three (3) consecutive working days without notifying the Company and providing a satisfactory reason for such absence.
5. The employee fails to return to work within three (3) days after the termination of any leave of absence.
6. The employee is on layoff or non-occupational disability leave for a period of two (2) years or his length of service attained at the start of such layoff or leave, whichever is less. For occupational disability leave for a period of 30 months or his length of service attained at the start of such leave, whichever is less.
7. The employee is retired under the terms of the Company Pension Plan.
8. The employee accepts S.U.B. Termination Benefits.

Section 8 – Student Summer Employment Program

The Company is willing to meet with representatives of the local committee, at their request, on an annual basis to review the student summer employment program as long as such program exists.

Article III Hours Of Work – Working Conditions

Section 1 - Work Week

For the purpose of this Agreement, it is understood the work day shall commence with the beginning of the morning shift and the work week shall commence with the beginning of the morning shift on Monday.

Section 2: Overtime

All employees covered by this Agreement required by the Company to work in excess of eight (8) hours in any work day, or in excess of forty (40) hours in any work week, will receive one and one-half (1 1/2) times their regular straight time hourly rate for all hours worked in excess of eight (8) hours in any work day, or in excess of forty (40) hours in any work week.

Section 3 - Overtime And Premium - Rates Of Pay

1. All hours worked in excess of and immediately following a regular eight (8) hour shift shall be considered overtime and shall be paid at the applicable overtime rate.
2. All hours worked by an employee on the Sunday work day, not compensated for by an overtime or premium rate, shall be paid for at one and one-half (1 1/2) times his regular straight time hourly rate. The premium rate times his regular straight time hourly rate will not be applicable to the shift differential.
3. All overtime hours worked and callouts on Sunday shall be paid at the rate of two (2) times the employee's regular straight time hourly rate.
4. In the event an employee works more than twelve (12) hours in the work day or twelve (12) consecutive hours, he shall be paid for all hours worked in excess of such twelve (12) hours at double his regular straight time hourly rate.

5. An employee who works more than eight (8) hours on a holiday as specified in Article IV shall be paid at the rate of two (2) times his regular rate for all hours worked over eight (8) on such holiday.

Section 4 - Overtime Work

Every reasonable effort will be made by the Company to avoid requesting employees to work overtime. Employees may be excused from overtime work as exclusively determined by Management.

1. Any overtime worked shall be in addition to the regular working schedule of the employee. This in no way prohibits the Company from scheduling overtime work.
2. The Company agrees that, in each calendar year, it will make a reasonable attempt to allocate overtime equally among employees within the same job function within which the overtime occurs. For purposes of equalizing overtime opportunities the Company shall consider an employee's total number of overtime hours worked and those available overtime hours which were offered and not worked.
3. When an employee is required to work in excess of his scheduled hours in any one (1) day, he shall be paid a minimum of one-half (1/2) hour time at the applicable overtime rate.

When an employee is assigned to work in another classification such employee may be used on overtime for hours immediately preceding or following his/her scheduled shifts. For what would be considered the 6th or 7th work day in the workweek, management would use qualified bid employee of the job function, unless management determines such action to be impracticable, in which case the assigned employee may be used.

In emergency situations, any qualified employee may be initially assigned to the required tasks, regardless of job classification/job function held at the time.

In the case of an emergency, when an employee is called out or is recalled for work during any hours in addition to his regular shift, he shall be paid the minimum of four (4) hours at the appropriate premium or overtime rate. A call-out or recall is defined as notification to the employee to return to work after the employee's scheduled shift time has expired and after the employee has "clocked out" of the plant.

If a second or subsequent emergency arises prior to the called-out employee departing the plant, he may be assigned to correct the emergency. If the employee refuses such subsequent assignment during the four hour minimum pay period, the only monies payable shall be for time actually worked

Section 5 - Work Schedules

All employees will have a posted work schedule. Work schedules will be posted on Thursday of the previous week prior to the end of the first shift. Employees whose schedule is changed after the first shift of the preceding day with less than **24** hours notice will be paid an additional one-half (1/2) time premium for the first eight (8) hours of the new schedule. This premium shall be in addition to whatever compensation the employee is otherwise entitled to receive under any other section of this Agreement. An employee returning to his regular schedule following a schedule change will not receive a schedule change premium. This premium will not apply to schedule changes caused by emergency breakdowns, and schedule changes resulting from employee's sickness. A schedule change is defined as a change in both an employee's starting and quitting time for a specific workday(s).

Section 6 - Non-Duplication of Premium/Overtime Pay

- (a) There will be no pyramiding or duplication of overtime or premiums. Time worked by an employee shall be paid on one basis only. If two or more premium rates or overtime rates apply to the same hours, the one rate resulting in the highest pay to the employee shall be used.
- (b) No employee shall be laid off during his regular working schedule to equalize any overtime

he has worked.

Section 7 - Work Performed Outside of Classification

When work of a higher paid classification is required of any employee, he shall be deemed classified and **once task training is completed**, shall receive the higher rate of pay for actual hours worked in such higher rated jobs and shall progress in pay in the classification. **All time worked during task training will count toward advancement.** When work of a lower paid classification is temporarily required of any employee, he shall receive his regular straight time hourly rate of pay.

Section 8 - Reporting Pay

When an employee reports for work as required and is furnished no work, he shall receive four (4) hours pay. If an employee commences work on his scheduled shift, he shall be provided with eight (8) hours work. When such minimum work guarantees are not provided, the employee will receive his regular straight time hourly rate for each hour of the guarantee not worked.

Section 9 - Meal Program

All provisions of Article III Section 9, Appendix "E-3" as well as any other pertinent Articles, Sections and Appendices of the current Collective Bargaining Agreement pertaining to the Meal Program, as well as all current policies & practices and bulletin board postings are hereby declared null and void and are replaced with the following effective 7:30 AM Monday, September 22, 2008:

1. No meals will be provided by Lehigh Cement Company.
2. When an employee is required to work 10.1 consecutive hours, regardless of circumstances except as noted in Nos. 3, 4 & 5 below, such employee will be entitled to a one (1) time payment of \$25.00, and then another payment of \$25.00 for every 4 hours continuously worked thereafter. Wash up time does not count as time worked under this provision.
3. When an employee is called out or recalled and is required to work 4.1 hours and it does not run into the employee's next scheduled shift such employee will be entitled to receive a one (1) time payment of \$25.00, then another payment of \$25.00 if the employee works continuously for a total of 10.1 hours, then another payment of \$25.00 for every 4 hours continuously worked thereafter. Wash up time does not count as time worked under this provision.
4. When an employee is pre-arranged to work a scheduled day off as shown on the weekly work schedule, such employee will be entitled to receive a one (1) time payment of \$25.00 provided such employee works the full eight (8.0) hour shift.
5. When an employee's weekly work schedule is changed with less than twelve (12) hours notice, such employee will be entitled to receive a one (1) time payment of \$25.00 for the first day in the new schedule provided such employee works the full eight (8.0) hour shift. An employee returning to his regular schedule following a schedule change will not be entitled to the \$25.00 payment. This \$25.00 payment will not apply to schedule changes caused by emergency breakdowns, filling-in for vacation time not scheduled at least two weeks in advance and schedule changes resulting from employee's sickness. A schedule change is defined as a change in both an employee's starting and quitting time for a specific workday(s).
6. There are no designated or formal meal times under these conditions.

Section 10 - Plant Shutdown

During periods of plant shutdown when employees are needed for maintenance, repairs or work on plant alterations, the rate paid to employees who are retained for work during the first forty-five (45) days of the shutdown shall not be less than the regular straight time hourly rate normally paid when the plant is in production. After forty-five (45) days, and subject to paragraph (a) and (b) of this Section, regular straight time hourly rate paid for all classes of work shall govern for such employees whose regular straight time

hourly rates are higher or lower.

A plant shutdown, as referred to herein, is defined as a period during which there is no kiln burning being done at the plant.

During periods of plant shutdowns, employees retained to perform necessary work shall be selected on the following basis:

- (a) Senior employees whose regular jobs are not required shall have the option of accepting available work for which they are immediately qualified or accepting layoff, except that,
- (b) The Company has the right to require that senior employees work during the shutdown if there are no junior employees with the necessary qualifications to perform the required work.

The following in no way alters the procedure which has been followed in handling of reductions brought about by production curtailments

Section 11: Layoff - Recall Procedure

When production declines necessitating layoffs and when production increases to justify reemployment, seniority shall prevail as a general principle, but the Company, with the assistance of the Grievance Committee, reserves the right to take into consideration the requirements of the job, individual skill, efficient service and physical fitness, regardless of seniority. Employees retained in the employment of the Company but whose jobs have been eliminated shall fill the jobs left vacant by those employees laid off by bidding on such jobs in accordance with Article II, Section 6 (1).

Only those employees whose jobs were eliminated because of the curtailment of production and employment may apply for such job vacancies. All subsequent job vacancies shall be posted in accordance with Article II Section 6 (1) and all active employees may apply for such jobs. When production is resumed, employees shall automatically be reinstated in the jobs they held at the time of curtailment. However, employees awarded a job which became vacant for a reason other than a curtailment of employment shall have the election of remaining on such job or returning to their former regular job classification that they held at the time of curtailment.

Section 12: Pay

The payroll period will be weekly with a Friday payday.

During the term of this agreement the company may implement a paperless pay check and pay card option. Employees shall have their pay directly deposited in a bank of their choice or a “pay card” – debit card issued from the Company’s bank. Computer access will be provided to Employee’s so to access and print statements.

Article IV Holidays

The Company agrees to grant twelve (12) paid holidays as follows: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, and Christmas Day.

Whenever the day before Christmas and Christmas Day holidays occur on Sunday and Monday, the holidays will be celebrated on Monday and Tuesday.

For all straight time work performed on the agreed holidays, an employee shall be paid at two and one-half (2 1/2) times his regular straight time hourly rate. If any of the agreed holidays fall on Sunday, the day recognized by the State or Nation shall be considered the holiday. If any of the agreed holidays fall on a

Saturday, the preceding Friday will be observed as a holiday, unless that day is an agreed to holiday. In those instances the holiday will be observed on the following Monday. The holiday shall commence with the beginning of the morning shift on the holiday and end with the beginning of the morning shift on the day following the holiday.

If no work is required by an employee on the agreed holidays, he will receive eight (8) hours pay at his regular straight time hourly rate, provided he meets the requirements set out in Sections 1 and 2 below.

Section 1: Holiday Pay - Eligibility

An employee must have seniority as of the holiday to be otherwise eligible for holiday pay.

Section 2: Holiday Pay Eligibility - Absenteeism

The employee shall have worked his last scheduled working day prior to and his next scheduled working day after such holiday unless excused therefrom by the Plant Manager on account of sickness, accident, death in the family, or other excused absence. In no event shall a holiday be paid for unless an employee has worked during the thirty (30) day period immediately preceding or immediately following the holiday.

Section 3: Holiday - Failure To Report

Employees scheduled to work on a holiday but failing to report for and perform such work shall not be entitled to any holiday pay unless excused by the Plant Manager from working on the holiday because of sickness, accident, death or otherwise excused absence

Section 4: Holiday Hours Worked

When a holiday falls on an employee's regular scheduled work day, hours paid for not in excess of eight (8) shall be counted in computing weekly overtime.

Section 5: Holiday - Callouts

An employee responding to an emergency callout on a holiday will be paid at two (2) times his regular rate in addition to any applicable holiday pay for the callout provided such callout is during the employee's regularly scheduled hours. An employee responding to an emergency callout on a holiday which is outside his regularly scheduled hours will be paid double his regular rate in addition to any applicable holiday pay for the day. The provisions regarding callout as specified in Article III, Section 4 will be otherwise applicable to callouts on a holiday.

Section 6: Holiday Pay During Vacation

Holiday pay, in addition to the employee's regular vacation pay, will be paid to an employee when on vacation in a week in which a paid holiday falls, as provided for in this holiday provision, notwithstanding any other provision of this Agreement

Article V Vacations

Section 1: Vacation Benefit

All employees covered by this Agreement shall be granted a vacation with pay in each calendar year provided they have qualified under the following terms and conditions.

Section 2: Vacation – Entitlement

Beginning January 1, **2016**, vacation entitlement will be as follows:

1. For those employees who have been in the continuous service of the Company for one (1) year or more, the length of vacation shall be two (2) weeks;
2. For those employees who have been in the continuous service of the Company for three (3) years or more, the length of vacation shall be three (3) weeks;
3. For those employees who have been in the continuous service of the Company for ten (10) years or more, the length of vacation shall be four (4) weeks;
4. **For those employees hired prior to October 6, 2015 and who have been in the continuous service of the Company for twenty (20) years or more, the length of vacation shall be five (5) weeks;**
5. **Employees hired after October 6, 2015 are not eligible for a 5th week of vacation.**

Section 3: Vacation - Continuous Service

The period of continuous service shall be computed from the last hiring date of each employee. Continuity of service shall not be affected by layoffs due to intermittent plant operations, loss of time due to sickness, injury, or by service in the armed forces of the United States in time of war.

Section 4: Vacation - Eligibility

- (a) Vacation Earning Period - Vacation is earned based on service in the prior years as follows:

Hours Worked Or Credited	Percent Of Entitlement
120 Hours	10%
240 Hours	20%
360 Hours	30%
480 Hours	40%
600 Hours	50%
720 Hours	60%
840 Hours	70%
960 Hours	80%
1080 Hours	90%
1200 Hours	100%

Note: Above formula begins in 2004. Vacation earning hours during 2004 to determine vacation entitlement for 2005 and thereafter.

- (b) Vacation Earning Hours Credits – In addition to hours worked, the following hours will count as vacation earning hours:
1. Vacation hours (observed or paid)
 2. Holidays, Bereavement, Jury Duty, Military Leave hours ;paid
 3. Union Business – 240 hours (unpaid)
 4. S & A – 480 hours
 5. Workers Compensation – 1200 hours
 6. Hours paid for meetings called by the Company
- (c) New Hires – New hires will be eligible for two (2) weeks of vacation upon completion of twelve (12) months of continuous service; thereafter, they will be subject to the Vacation eligibility above requirements.

Section 5: Vacation Pay - Separation From Service

An employee who has worked in the calendar year and who leaves the employ of the Company for any of the reasons hereinafter set forth during the calendar year shall receive vacation pay for the unused **and earned** portion of his vacation.

1. Retirement
2. Layoff
3. Illness or injury
4. Voluntarily quit with two (2) weeks' notice to the Company
5. "In the event of the employee's death to the surviving spouse, if none, then to the representative of the estate."

An employee who voluntarily quits without two (2) weeks' notice to the Company or who is discharged will not receive vacation pay for the unused portion of his vacation.

Section 6: Vacation Pay - Calculation/Shift Pay

1. Vacation pay will be based on a forty (40) hour week at each employee's regular straight time hourly rate.
2. Vacation pay shall include appropriate shift differential for those on fixed shifts. Employees working on rotating shifts shall be paid an average of the rates for the rotating shifts involved.

Section 7: Vacation Allotment

The vacation week will conform with the work week as defined in this Agreement. Vacations will not be cumulative, but so far as practicable, will be granted at times most desired by employees, but the final right of allotment, including vacation assignment during periods of shutdown, illness, injury or curtailment, is exclusively reserved to the Company in order to insure the orderly operation of the plant. Where requested vacation periods conflict, preference shall be given to the older employee in point of service.

Section 8: Vacation - Vacancies

Vacation vacancies will be filled by assignment.

Section 9: Vacation Pay - In Lieu Of Time Off

By mutual agreement between an employee and the Company, an employee may work and receive vacation pay in lieu of time off for a week of vacation; in which event he shall receive the money earned in such week in addition to the vacation allowance. This Section shall only be applied in regards to full weeks of vacation (40 hours) and can only be exercised up to a maximum of one-half (1/2) an employee's vacation entitlement for the year.

Section 10: Vacation - Single Day

Employees may take one week of vacation entitlement per year on a daily basis for the purpose of covering days of sickness or prearranged personal leave. Single days of vacation shall count as time worked for weekly overtime purposes.

Article VI Wage Rates

Section 1: Wage Rates - Special Rates

The wage rates agreed upon at the time this Agreement is signed and attached to this Agreement shall remain in effect for the term of this Agreement, except the Company may, at its discretion, increase the rate of any individual or class without necessitating a change in the rate of any other individual or class.

Section 2: Wages - New Job Pay Rates

If, during the term of this Agreement, the Company establishes a new job or substantially changes the content of a job, the Company shall establish a wage rate for such job. After such job goes into operation, the Union may request a meeting with the Company to negotiate the wage rate of such job and if the wage rate is increased, such increase will be retroactively effective to the date the new or changed job first operated. If the Company and the Union are unable to agree upon the wage rate, the matter may be arbitrated in the manner set forth in the grievance procedure of this Agreement. If the Union does not request a meeting to negotiate the wage rate and submit the matter to the grievance procedure before the new or changed job has been in operation for eighty (80) days, the wage rate established by the Company will be considered the proper wage rate for such job by both the Company and the Union

Article VII Shift Differential

Section 1: Shift Differential Rates

Effective May 1, 2010, scheduled shift workers on the second shift shall receive shift differential in the amount of \$1.00 per hour and scheduled shift workers on the third shift shall receive shift differential in the amount of \$1.20 per hour. Effective May 1, 2011, scheduled shift workers on the second shift shall receive shift differential in the amount of \$1.10 per hour and scheduled shift workers on the third shift shall receive shift differential in the amount of \$1.30 per hour. Effective May 1, 2012, scheduled shift workers on the second shift shall receive shift differential in the amount of \$1.20 per hour and scheduled shift workers on the third shift shall receive shift differential in the amount of \$1.40 per hour.

Section 2: Shift Differential For Temporary Assignments

Employees temporarily assigned to the second or third shift shall be paid the appropriate bonus in addition to their regular rate as provided for under "Hours of Work - Working Conditions."

Section 3: Shift Differential - Overtime Pay

Shift differential shall be included as a part of the regular straight time hourly rate in the calculation of daily or weekly overtime pay.

Article VIII Deductions

The Company will deduct Union initiation fees and membership dues and remit same to the Secretary - Treasurer of Local Lodge #D-106 - Cement, Lime, Gypsum and allied Workers, Division of the International Brotherhood of Boilermakers when properly authorized in writing by an employee covered by this Agreement to make this deduction and remittance. The Local Lodge will indemnify and save harmless the Company from any and all claims and disputes by reason of its acting hereunder.

Article IX Grievance Procedure

Section 1 - Grievance Committee Meetings

The Company is at all times willing to meet with the Grievance Committee representing the employees of the plant and with their representatives for the purpose of discussing wages, hours, and working conditions with the object of reaching a satisfactory agreement.

One meeting a month will be arranged between the Company and the Grievance Committee for the purpose of discussing matters of mutual interest.

A grievance committeeman who attends a scheduled grievance meeting with the Company will be compensated for all scheduled straight time hours lost while attending the meeting. Compensation will be at his regular straight time hourly rate.

Section 2 - Grievance Procedure

Employees shall, at all times, make an effort to perform their duties in such manner as to promote the efficient operation of their department and the plant as a whole. The Company, in order to foster harmonious relations with employees, will administer all steps of their grievance procedure as soon as is practicable and will treat the grievant in an equitable manner. A grievance is a specific request or complaint regarding the administration, interpretation, compliance or non-compliance of the contractual provisions of this collective bargaining agreement. When an employee has a grievance, he shall proceed as follows:

Step (1)

The employee himself, or with his committeeman, if he so desires, shall first make an effort to arrive at a satisfactory settlement with his foreman. Should the service of a committeeman be so desired, permission to do so shall be granted him by his foreman.

Step (2)

If the grievance is not settled by means of Step (1), the grievance shall be reduced to writing and presented to the Plant Manager or his designee. Where the Local Lodge submits a grievance, it shall be signed by an officer of the Local Lodge. A grievance must be submitted to this Step within fourteen (14) days after the Local Lodge or the grievant first becomes aware of the reason for the grievance. The Company and the Grievance Committee will schedule a meeting to meet within fourteen (14) days upon receipt of the grievance. If the grievance is not settled or the Plant Manager or his designee does not give his answer within fourteen (14) days following the meeting the grievance may be submitted to step three (3).

Step (3)

If the grievance is not settled as provided in Step (2), the grievance shall be referred in writing to the Division VP of Human Resources or his designee within Fourteen (14) days following the date of the written second step response. Upon receipt of the letter, the Division VP of Human Resources or his designee shall contact the appropriate International Representative to schedule a meeting to meet within thirty days (30). At the meeting, the International Representative, and a representative from the Local Lodge will meet with the Division VP of Human Resources, or his designee and a Management representative from the local plant. The company must give a written response to the union within fourteen (14) days following the meeting or the grievance may be withdrawn or moved to the next step in the procedure. In the event that no satisfactory adjustment of the grievance can be made at this meeting by the Division VP of Human Resources and the International Representative, the Union must, within thirty (30) days after such meeting, notify the Company in writing of its desire to proceed to impartial arbitration.

All discharges will enter the grievance procedure at step 2 and be subject to the FMCS expedited arbitration procedure.

Once a request to arbitrate has been made the requesting party shall have thirty (30) days to request a panel from the FMCS or the request to arbitrate shall be deemed null and void.

The Division VP of Human Resources and the International Representative may by mutual agreement bypass any Step and proceed directly to impartial arbitration.

Nothing contained herein shall prohibit the parties from mutually agreeing to utilizing the services of FMCS to mediate grievances prior to proceeding to arbitration. The utilization of this process will be on a case by case basis, would be non-precedent setting and non-binding upon the parties.

The Company and Union will share the cost of the meeting room. All other costs incidental to the process shall be borne by the parties incurring the cost

Section 3: Impartial Arbitrator

1. The impartial arbitrator selected in accordance with Section 4 of this Article will be requested to suggest a hearing date. An attempt will be made by the Division VP of Human Resources and the appropriate International Representative to reduce the precise issue to writing. In the event the parties are unable to agree, the impartial arbitrator, after hearing both parties' version of the dispute, will decide the precise question which will be reduced to writing. After the precise question is decided, the same impartial arbitrator will hear the merits of the dispute.
2. The arbitrator's award shall be final and binding upon both parties. It is understood that no arbitrator has the authority to change, add to, or subtract from any of the provisions of the submitted agreement or of the Collective Bargaining Agreement.
3. The cost of the impartial arbitrator shall be shared equally by both parties. All other costs incidental to the arbitration proceedings shall be borne by the party incurring the cost.
4. Grievances involving the provisions of these Agreements and occurring so as to be processed to arbitration at the same time at the same plant will be, at the request of either party, arbitrated before the same arbitrator. However, it is agreed that not more than four (4) cases will be heard at one series of hearings.

Section 4 - Arbitrators

When a grievance has been properly processed to arbitration as outlined in Section 2 above, either the Vice President Human Resources – Lehigh North and the Union's International Representative or their designees shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). In the event the Company and Union cannot agree to any of seven (7) arbitrators within Fourteen (14) days following receipt of the panel, a subsequent request shall be submitted to FMCS for another panel of seven (7) arbitrators within (28) days following receipt of the first panel. The arbitrator shall be selected within Fourteen (14) days from receipt of the panel by the parties alternately striking names from the preferred panel until only one (1) name remains, otherwise the FMCS will appoint an arbitrator based upon the opposite parties selection. The party striking first will be determined by a flip of a coin.

Section 5 - Arbitration - No Strike/No Lockout

Sufficient method of procedure having been established in this Article to settle in an amicable manner any complaint or dispute that may arise; there shall be no strike by the employees of the Company nor any lockout of the employees by the Company during the life of this Agreement.

Section 6 - Arbitration - Contract Renegotiations

Nothing in this Agreement shall be construed as obligating the parties to arbitrate any contract renegotiations.

Section 7- Time Limits

Any time limits set forth in this article may be extended or waived by mutual agreement.

Article X First Aid and Medical Service

- (a) The Company will continue to furnish first aid and medical service to its workers in any case originating out of their work in the Company plant.

Medical service shall be performed by a doctor to be agreed upon by the Company and the Plant Safety Committee, but at the request of the injured and the approval of the Company, other medical aid may be called in at the expense of the Company for consultation or treatment of any cases. A complete medical examination shall be required before an applicant is employed. Moreover, complete medical examinations of any employee annually or at any time at the discretion of the Company. If the Company requires an employee to take a physical examination, the Company agrees to pay for the physical examination and also agrees to reimburse the employee at his regular straight time hourly rate for any scheduled straight time lost by the employee while in the doctor's office taking the physical examination; provided, however, employees receiving S&A and/or Workers' Compensation benefits are not entitled to any compensation under this Section. Doctors' releases for returning to work are not considered physical examinations and will not be paid under this Section. Copies of reports of such examinations and reports of treatments shall be kept on file by the Company and shall be, at all times, available to the employee's physician for reference.

- (b) The Company agrees that every effort will be made to have employees who are injured during the course of employment receive medical attention during working hours. This will primarily occur during the day hours because of doctors' office hours.

Employees who are required to travel for medical attention due to an accident or illness resulting from their employment with the Company shall be furnished transportation by the Company or be paid his mileage at the rate of (\$.315) a mile or at the mileage rate provided by State Law, whichever is greater. The above will apply whether the employee is on duty or scheduled off duty. When an employee is scheduled to be examined during his normal working hours by a specialist or a doctor as a result of an accident or illness resulting from his employment, he shall be paid for the straight time lost provided that the appointment with the physician is made with the concurrence of the Company as to the time of such appointment. Any other compensation received by the employee for such time lost due to the examination will be deducted from any monies due from the Company under this Section.

Article XI Safety and Welfare

Section 1 - Safety And Welfare

The Company will, according to its established practice, continue to install such safety devices for the protection of the lives and health of its employees as shall be mutually agreed upon by its representatives and the Plant Safety Committee. The Company will maintain the wash house with heat, light, and hot water, and keep the toilets and other fixtures and floors in a sanitary condition, and supply potable drinking water wherever necessary about the plant.

Section 2 - Tool Program

- (a) All equipment and tools shall be maintained in a safe and efficient working order and the regulations and safety codes adopted by the Department of Labor and Industries in the interest of protecting safety and health of industrial employees as they affect this plant shall be strictly observed by both parties.

- (b) The Company will continue the tool program and will provide tools for maintenance employees at this plant. Tools broken or lost on the job will be replaced by the Company. Employees will be responsible for tools which just disappear.

Section 3 - Joint Safety Committee

A Joint Safety and Health Committee shall be established consisting of four (4) members, two (2) appointed by the Company and two (2) appointed by the Local Lodge. In the event that a member is absent from a meeting of the Committee, his alternate may attend and, when in attendance, shall exercise the duties of the member. The Plant Manager or his designee will be the fifth (5th) member and act as Chairman of the Committee.

The Joint Committee shall meet as often as necessary, but not less than once each month, at a regularly scheduled time and place, for the purpose of jointly considering, inspecting, investigating, and reviewing health and safety conditions and practices and investigating accidents, and for the purpose of jointly and efficiently making constructive recommendations with respect thereto, including but not limited to, the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices. All matters considered and handled by the Committee shall be reduced to writing, and joint minutes of all meetings of the Committee shall be made and maintained. One (1) Union representative of the Committee will accompany a Federal or State investigator on a walk-around inspection or investigation and will attend and pre or post inspection conferences.

Scheduled straight time hours lost by the Union representative in connection with the work of the Committee and in connection with pre or post inspection conferences and walk-around time spent in relation to Federal and State inspections and investigations as provided for above, shall be compensated at the employee's regular straight time hourly wage rate. Such paid time shall count toward the calculation of any penalty or premium pay section of this Agreement including, but not limited to, daily or weekly overtime.

Any employee who believes his job presents a hazard to his safety or health may request a review of his job by the Joint Safety and Health Committee.

No employees shall be disciplined or discharged for refusing to work on a job if such refusal is based on a bonafide claim that such job poses an imminent peril to the health or safety of the employee.

Section 4 - Group Insurance Agreement

The Company will provide the standard Lehigh Hanson National Health and Welfare benefits for eligible employees. Benefits available include Medical with Prescription Drug coverage, Dental, Vision, Life Insurance, Long Term Disability, Flexible Spending Account, Employee Assistance Program, Short Term Disability and Accidental, Death and Dismemberment Insurance. An employee becomes eligible after a sixty (60) day waiting period or completion of the probationary period. The Company will contribute to the cost of family, employee + Spouse, Employee + child(ren) or single employee plans for Medical, Dental and Vision. The Company reserves the right to modify the plans on an annual basis. All benefits will be the same as management employees. As of January 1, 2016, employee contribution rates will be 20% of the standard Lehigh Hanson employee rates for the life of the contract and subject to annual review and change by the Company.

Section 5 - Personal Protective Equipment

- (a) The Company will furnish safety glasses and pay for eye examinations for the purpose of obtaining prescription glasses. Glasses will not be replaced more frequently than once a year unless damaged or broken during performance of duties. The employees' eye examination will be made from their selection of a licensed Optometrist or Ophthalmologist as provided for by the Company.
- (b) The Company will continue to provide special purpose gloves as per current practices at the plant.
- (c) All employees will be required to wear appropriate foot protection while on duty. The Company will provide employees, excluding probationary employees, with safety shoes on an as needed basis. Employees will be required to turn in a worn out pair of safety shoes prior to obtaining a suitable replacement pair of safety shoes.
- (d) After completion of their probationary period, new employees will be provided with one (1) pair of approved shoes or boots.

Article XII Job Status – Permanent Conditions

Section 1 - New Installations - Job Combinations

Wherever the installation of mechanical equipment, change in production methods, the installation of new or larger equipment, the combining of jobs or the elimination of jobs will have an effect on the job status of one (1) or more employees, the Company will give the Union reasonable advance notice of same, and upon request by the Union, will promptly meet with the Union to review and explore the effects of such installation or installations or change or changes upon the working force.

Section 2 - No Termination Clause

Employees will not be terminated by the Company as the result of mechanization, automation, change in production methods, the installation of new or larger equipment, the combining of jobs or the elimination of jobs.

Section 3 - Job Elimination - 95% Rate Protection

Whenever an employee is no longer needed in his job as a result of conditions described in Section 1 above, such employee may either bid on an available job opening the bargaining unit in accordance with the provisions contained in Article II or may exercise his right to bump, within seven (7) days, into any job within the bargaining unit where an incumbent has less plant-wide seniority and which is of the same or lower level than his current job. Any placement under this Section will be to a job which the employee is reasonably able to perform within a thirty (30) day on-the-job training period.

The rate of pay for such employee shall not be less than ninety-five percent (95%) of the job from which the employee was displaced irrespective of the rate of the job in which he is placed. The ninety-five percent (95%) rate protection shall apply for a maximum period of one (1) year, or a period equal to one-third (1/3) of the employee's seniority, whichever is less. If an employee on ninety-five percent (95%) rate protection subsequently bids off of the job in which he was placed by the Company during the forgoing rate protection period, he shall lose his protected rate.

Section 4 - Modernization Effects On Job Status

Employees affected by the application of the foregoing procedure shall have the same rights for retention and on-the-job training in accordance with their seniority status and the ninety-five percent (95%) rate guarantee shall also be applicable to them.

Section 5 - Displacement - Layoff

Employees who are unable to obtain a job in accordance with the provisions of Section 3, including employees displaced from their jobs but whose seniority status does not permit them to utilize job retention rights under the provisions of Section 3 or Section 4, will be placed on layoff status with recall rights in line with their seniority status for job vacancies which may thereafter occur.

Section 6 - Production Curtailment

The provisions of Section 3 of this Article do not apply to displacement or layoff resulting from production curtailment except that employees laid off and not recalled when production is resumed following curtailment will be entitled to the same rights as employees affected by the preceding Section 3.

Section 7 - Permanent Shutdown Of Plant

Should the Company permanently shut down the present facilities affording employment to the employees comprising the bargaining unit (the present facilities shall be deemed to have been permanently shut down if all productive facilities are abandoned even though the shipping facilities continued to operate), the Company shall mail a notice informing each affected employee that his employment with the Company has been terminated because of the permanent shutdown. The notice shall be mailed at least ninety (90) days prior to the shutdown to the employee's last address on the Company's records. Each employee who is mailed said notice shall have the following options:

- (a) An employee who is not eligible for a normal (excluding 30-year retirement pension) or late retirement pension may elect to transfer to another operation of the Company covered by a Collective Bargaining Agreement with the Union in accordance with Section 8 or Section 9. Any transfer pursuant to Section 8 or Section 9 will occur not later than two (2) years after the last day the employee worked. An employee awaiting transfer shall be placed on layoff and shall receive SUB layoff benefits provided the eligibility and other requirements of the SUB Plan are met.
An employee may void his election to transfer at any time during the two (2) year period. If the employee is eligible for an immediate pension at the time he voids his election to transfer, he shall retire, effective the date he voids his election, under the pension plan in effect at the time of the permanent shutdown. An employee may also void his election in order to apply for SUB termination benefits.
- (b) An employee who is eligible for an immediate pension at the date of the permanent shutdown shall retire as of the effective date of the permanent shutdown except:
 - 1. An employee whose combined age and years of service equal 62 or more but less than 65, may elect layoff until his combined age and years of service equal 65, at which time the employee shall retire and receive a permanent shutdown pension. The pension plan in effect at the time of the permanent shutdown shall determine the retirement benefits payable to the employee. An employee who elects layoff under these conditions shall receive SUB layoff benefits provided the eligibility and other requirements of the SUB Plan are met.
 - 2. An employee who is eligible for an immediate pension other than a normal or late retirement pension and who elects to transfer to another operation of the Company shall not retire unless the transfer is not accomplished.
 - 3. An employee shall not be required to retire under a disability retirement pension earlier than he would otherwise be required to retire if the Company had not permanently shut down the facilities. An employee who retires under the Pension Plan may also be entitled to receive SUB Termination Benefits in accordance with the terms of the SUB Plan.

- (c) Affected employees will be eligible to receive SUB Termination Benefits upon application by him/her in accordance with the terms of the SUB Plan at any time within one (1) year after notice of termination has been mailed to him/her.
- (d) If the facilities which have been permanently shut down are reopened by the Company within one (1) year of the date of the permanent shutdown, an employee who has retired under the Pension Plan shall be eligible for recall in accordance with his seniority status at the time of the permanent shutdown. An employee who has elected SUB Termination Benefits shall also be eligible for recall in accordance with his seniority status at the time of the permanent shutdown. Any pensioner who has received SUB Termination Benefits and accepts recall and any former employee who has received SUB Termination Benefits and accepts recall shall repay said Termination Benefits, in accordance with the SUB Plan Agreement. Any employee who accepts recall shall have his previously accumulated seniority rights, pension, SUB, insurance, and vacation credits as of the last day the employee worked or at the date of permanent shutdown, whichever occurs later, reinstated on the day he returns to work. The employment rights of any employee on layoff shall terminate two (2) years after the last day the employee worked and the employee's seniority shall be broken.
- (e) Any employee's participation in the group insurance program shall terminate effective the day following the last day the employee worked and pending claims shall be processed in accordance with the terms of the existing group insurance program. No employee shall be eligible for holiday pay or vacation pay other than vacation pay due after the last day the employee worked or the date of the permanent shutdown, whichever occurs later. No employee shall accumulate credited service under the pension plan after the last day the employee worked or the date of the permanent shutdown, whichever occurs later.

Section 8 - Construction Of New Plant

In the event the Company constructs a new plant that will affect the employment status of employees in the Company plant comprising this bargaining unit, such employees shall be given an opportunity to make application for employment in the new plant before it starts operation, and such employees shall be given preferential employment rights to job openings at such other plant, providing such employee is capable of performing the job that may be available at such other plant of the Company.

Any employee so transferring from one plant to another of the Company shall retain his previously accumulated pension, SUB, insurance, and vacation credits. His seniority rights at the former plant shall terminate upon his establishment of seniority rights in the plant to which he transferred.

Section 9 - Transfer To Another Plant

When an employee has been laid off or displaced because of permanent changes in the working force or because of a plant closing, he may make written application within fifteen (15) days of layoff or displacement for employment in another plant of the Company and he shall be given preferential employment rights to job opening at such other plant, providing such employee is capable of performing the job that may be available at such other plant of the Company. Any employee so transferring from one plant to another of the Company shall retain his previously accumulated pension, SUB, insurance, and vacation credits. His seniority rights at the former plant shall terminate upon his establishment of seniority rights in the plant to which he transferred.

Section 10 - Relocation Transfer Benefits

Employees transferring from one plant to another as provided in Sections 7, 8, and 9 of this Article will receive a moving expense allowance. The Company will reimburse each employee for actual moving expenses incurred to move furniture and other household goods up to a maximum of \$1,000 per employee.

Article XIII

Leaves of Absences

Section 1 - Leaves Of Absence - Union Position

- (a) A leave of absence for the purpose of accepting a position with the Cement, Lime, Gypsum and Allied Workers, Division of the International Brotherhood of Boilermakers at the International level, or the AFL-CIO or any of its subordinate bodies, shall be available to not more than three (3) employees from the plant at any one time.

Applications for such leave shall be submitted to the Company in writing thirty (30) days prior to the effective date of such leave to permit proper provision to be made to fill the job to be vacated. Leaves of absence for this purpose shall be for an indefinite period.

During such leave, seniority shall accumulate. Group insurance coverage shall be suspended after thirty (30) days of such leave. All insurance coverages will be reinstated upon returning to work with the Company. Upon returning to work, such employee will be reinstated on his former job, providing it is still in existence; if not, he shall be eligible to apply for any job within the bargaining unit by means of the existing bidding procedure.

- (b) Any employee of this Company who may be elected a representative to any convention of the International Union shall be granted reasonable leave of absence without pay and without loss of seniority or wage rates.

Section 2 - Bereavement

An employee, upon the notification of the death of his or her father, mother, current step-father, current step-mother, spouse, son, daughter, stepchild, brother, sister, mother-in-law, father-in-law, grandparents, and grandchildren shall be granted his or her next three (3) scheduled working days off with pay. Employee is entitled to two (2) days of paid bereavement when the employee does not attend the funeral of the qualifying decedent and four (4) days of paid bereavement when the employee travels 500 miles or greater, one way, to attend the funeral of the qualifying decedent. Payment by the Company for such time lost shall be on the basis of eight (8) hours per day at the employee's regular straight-time hourly rate, including shift differential. The three or four consecutive scheduled work days specified herein shall encompass the date of the funeral of the qualifying decedent.

The Company may require written proof of the employee's attendance at the funeral when eligible for three (3) or four (4) days of paid bereavement before making any payment under this provision.

Section 3 - Jury Duty

Any regular employee (as distinguished from a probationary employee) required to perform jury duty on a day he is scheduled to work shall be excused from work on that day. The Company shall pay the employee the difference between the amount received for such jury duty and eight (8) hours at his regular rate of pay plus shift differential.

The day or days paid for such jury service shall be counted as eight (8) hours worked for the purpose of computing weekly overtime.

Section 4 - Military Service

Active employees with one (1) year seniority and who are in the Reserve of any branch of the military service, including the National Guard, who are required to attend a summer encampment as part of their reserve obligation shall receive from the Company the difference between the amount of pay received for such summer encampment and his regular straight time hourly rate of pay for up to a maximum of two (2) weeks per calendar year.

Section 5 - Universal Military Training Act

The provisions of the Universal Military Training Act are hereby made part of this Agreement.

Section 6 - Family Leave

Any employee desiring to take a leave of absence as specified in the provisions of the Family and Medical Leave Act not otherwise covered in this Agreement will be required to first utilize any unused accrued vacation for the current calendar year. Reinstatement at the expiration of the Leave will be to his regular classification in line with the provisions of the collective bargaining agreement.

Article XIV Union Label

The Company may place the Union Label of the Cement, Lime, Gypsum and Allied Workers, Division of the International Brotherhood of Boilermakers on packages containing products of the Company plant covered by this Agreement and may sign a Union Label Agreement.

Article XV Contractors

The parties recognize and agree that the Company may contract and/or subcontract work or processes including obtaining clinker and/or cement and/or raw materials from any source except that:

1. The Company agrees that it will not contract and/or subcontract work regularly performed by bargaining unit employees if the direct result of the contracting and/or subcontracting would be the concurrent layoff (to the street) of employees on the seniority list.
2. Paragraph 1 above shall not apply to contracting and/or subcontracting for new construction, major modification, or obtaining clinker and/or cement, and/or raw materials; further, paragraph 1 shall not apply to the mowing of grass or janitorial duties in those instances where the Company determines it is more efficient to have such services performed by contractors or subcontractors.
3. In the event that the Company enters into contract arrangements for obtaining clinker and/or cement and/or raw materials and such contracting directly results in the concurrent layoff of bargaining unit employees on the seniority list, the Company will guarantee layoff benefits from the SUB Plan to a bargaining unit employee who has one or more years of seniority and possesses sufficient layoff credit units, irrespective of the Trust Fund position, up to a maximum of thirteen (13) weeks.
4. Nothing contained herein shall preclude or penalize the Company from contracting and/or subcontracting work to supplement the work force where insufficient employees are available in the necessary skill areas to perform the necessary work or where employees with the necessary skills fail or refuse to do the work.
5. On those occasions when local management intends to contract and/or subcontract scheduled plant maintenance work or work of a non-emergency nature, the Company will notify the local Union in advance for the purpose of communicating the reason(s) for the contract/subcontract work and seeking meaningful feedback from the local union. The Company will provide relevant information regarding the work to be performed, including the expected timeline and availability of bargaining unit employees having the required skills. In the case of emergency necessitating contract/subcontract work, the Company will subsequently notify the Local Union as soon as practicable.

Article XVI Transfer of Agreement

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event of the sale or lease by the Company of the plant covered by this Agreement or in the event the Company is taken over by sale, lessee assignment, receivership, or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall give notice of the existence of this Agreement to any purchaser, lessee, assignee, or assign of this Agreement. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

Article XVII 401K Plan and Pension Plan

The 401(k) Retirement Plan of Lehigh Hanson allows employees to save money for retirement on a pre-tax basis. The company provides an automatic company contribution equal to 3% of base pay regardless of whether you contribute to the plan. If you elect to contribute to the plan, the company provides a 50% match on the first 6% of pay you contribute to the plan. There is a three year vesting period for matching contributions. To be eligible for the 401(k) plan, you must be 18 years of age and complete 180 days of continuous employment. Enrollment begins on the first day of the month after meeting eligibility requirements.

Pension Plan – Effective date of hard freeze of Defined Benefit Pension Plan and of the 401k replacement plan will be effective the first day of a pay period within a 60 to 90 day period after ratification or implementation of the Company’s Last Best Final Offer. (Hard Freeze of Pension was on 12/31/2015 and Company 401k contributions began on 12/28/2015.)

All employees as of ratification or implementation will be enrolled in the standard Lehigh Hanson 401(k) Plan.

All employees hired after ratification or implementation will not be eligible for the pension plan, but will be eligible for the Standard Lehigh Hanson 401(k) Plan.

Standard Lehigh Hanson 401(k) Plan: Fidelity www.fidelity.com

Automatic Company Contributions for Current employees that are less than age 45, (as of December 31, 2013) will be at 3%, per the standard Lehigh Hanson plan.

Automatic Company Contributions for employees Age 45 + (as of December 31, 2013), will be considered Grandfathered employees and have the following:

Age 45 – 49	3.5%
Age 50 – 54	4.25%
Age 55 – 59	5.25%
Age 60 +	6.5%

Employees will grow into the next age schedule as they age.

Article XVIII Supplemental Unemployment Benefit Plan

(a) Plan:

The Supplemental Unemployment Benefit Plan Agreement as amended May 1, 2003, shall remain in effect until October 5, 2020.

(b) Termination Benefits:

The Company will pay benefits in amounts equal to those provided by Section 4 of Article VIII of the SUB Plan upon termination of employment of an employee who is age sixty-five (65) or older, provided such employee is not eligible for a pension under the current Pension Plan covering bargaining unit employees.

Article XIX Management Rights

Section 1 - Management Rights

Except to the extent expressly abridged by an express and specific provision of this Agreement, the Company reserves and retains all of its Common Law or other rights to manage its business as such rights existed prior to the execution of this or any previous Agreement with the Union.

The rights of Management which are not abridged by this Agreement shall include, but are not limited to:

- the right to determine the price of its product and methods of invoicing;
- to determine the volume of production, methods of operations and to drop or add products;
- to determine and, from time to time, to redetermine the number, location, relocation, and types of its operations, and the methods, processes and materials to be employed, to discontinue processes in whole or in part, or to discontinue their performance by employees of the Company;
- to determine the number of hours per day or per week that operations shall be carried on;
- to select and determine the number and types of employees required;
- to establish and change work schedules, work shifts, and assignments;
- to transfer, to promote, or to layoff, terminate or otherwise relieve employees from duty for lack of work or for any other legitimate reason;
- to make and enforce rules for the maintenance of discipline and safety;
- to suspend, discharge, or otherwise discipline employees for just cause;
- to determine the source and purchase of raw materials, semifinished and finished goods;
- to contract, subcontract or exchange work in accordance with the provisions of Article XV.

The listing of specific rights in this Agreement is not intended to be, nor shall it be, restrictive of, or to waiver of, any of the rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Company in the past.

Section 2 - Legal Invalidity

If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, government regulation or order, or decree or court, the invalidation of such part of this Agreement shall not render invalid the remaining parts hereof.

Article XX No Strike

During the life of this Agreement, the Union agrees that there shall be no strike, sympathetic or otherwise, or cessation of work. Accordingly, neither the Union nor the employees in the bargaining unit will instigate, promote, sponsor, engage in or condone any strike (whether sympathy or otherwise), slowdown, walkout, picketing, patrolling, handbilling, boycotting (whether primary or secondary), unfair labor practice, concerted stoppage of work or any other such interference with the operation or conduct of the Company's business or any similar form of economic reprisal or pressure.

The Union agrees that the Company shall have the absolute right to discharge or otherwise discipline the instigators of and participants in such strike, stoppage of work or slowdown.

The Company agrees that there shall be no lockout of employees covered by this Agreement during the life thereof, but nothing in this Section shall be deemed to infringe upon Management's rights as outlined in Article XIX herein.

Any discipline or discharge imposed by the Company upon any employee for violation of this Article shall be subject to the arbitration provisions of this Agreement only on the question of whether the employee did or did not participate in such action. If the arbitrator decides the employee did engage in such action, he shall sustain the disciplinary action imposed

Any claim or suit for damages by the Company resulting from the Union's violation of this clause shall not be subject to the arbitration clause.

Article XXI Informal Understandings – Past Practices

The Company and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement contains the full and complete Agreement on all bargaining issues between the parties.

Any side Agreements, memoranda of understanding of any kind, written or oral, and any past practices which are not incorporated into this Agreement, are null and void.

There are and shall be no other Agreements except as enumerated herein, or may be agreed upon during the term of this Agreement. Any such Agreements made during the term shall be reduced to writing and signed by both a representative of the International Union and a representative from the Division Human Resources Department of the Company.

**Article XXII
Term Of Agreement**

- (a) After ratification by the members of the Local Lodge, this Agreement shall become effective and remain in full force and effect and be binding upon the parties hereto from October 6, 2015, to and including October 5, 2020 and it shall continue in full force and effect thereafter from year to year until either party on or before August 1 of any year, beginning August 1, 2020, gives written notice to the other party of its desire or intention either to alter or modify or to terminate the same. If such notice is given, the parties hereto shall begin negotiations not later than August 31 in such year and this Agreement shall continue in full force and effect until completion and signing of a new Agreement, provided, however, that after such negotiations have continued without reaching an Agreement until October 1, in any year, then either party may terminate this Agreement at any time thereafter upon notice.

- (b) The written notice set forth in (a) above by either party shall contain any changes or amendments desired, and only such changes or amendments as are contained in the two (2) written notices shall be discussed by the conferees

**Lehigh Cement Company LLC
Lehigh North Region**

**Cement, Lime, Gypsum And Allied Workers
Division Of The International Brotherhood
Of Boilermakers And Local Lodge D-106**

Robert Bernat

Michael Lorentzen

Tom O'Neill

Mike Brand

Michelle Vaske

Alex Ramon

Brodie Pederson

Date

Date

Appendix “A”
Mason City, Iowa Plant
Wage Rate Schedule

Grade	10/06/2015	10/2016	10/2017	10/2018	10/2019
1	\$ 17.11	\$ 17.58	\$ 18.06	\$ 18.56	\$ 19.12
2	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.53	\$ 20.11
3	\$ 19.07	\$ 19.59	\$ 20.13	\$ 20.69	\$ 21.31
4	\$ 20.08	\$ 20.63	\$ 21.19	\$ 21.78	\$ 22.43
5	\$ 21.06	\$ 21.64	\$ 22.24	\$ 22.85	\$ 23.53
6	\$ 22.07	\$ 22.67	\$ 23.30	\$ 23.94	\$ 24.66
7	\$ 23.07	\$ 23.71	\$ 24.36	\$ 25.03	\$ 25.78
8	\$ 24.04	\$ 24.70	\$ 25.38	\$ 26.08	\$ 26.86
9	\$ 25.05	\$ 25.73	\$ 26.44	\$ 27.17	\$ 27.98
10	\$ 26.01	\$ 26.73	\$ 27.46	\$ 28.22	\$ 29.06
11	\$ 27.01	\$ 27.75	\$ 28.51	\$ 29.30	\$ 30.17
12	\$ 28.01	\$ 28.78	\$ 29.57	\$ 30.39	\$ 31.30
13	\$ 29.12	\$ 29.92	\$ 30.75	\$ 31.59	\$ 32.54
14	\$ 30.06	\$ 30.88	\$ 31.73	\$ 32.60	\$ 33.58

Appendix “B”

Mason City - M & P Group - Job Classifications Schedule

Job Classification & Progression		Grade	Job Tasks
Serviceman			
Level I	Probationary employee	2	The following applies to all the Serviceman job tasks listed below: Housekeeping, PM duties, lubrication, minor repairs, and routine functions associated with each task; capable of using the requisite equipment and tools necessary to satisfactorily perform the assigned tasks (forklift, front end loader, jackhammer, etc.)
Level II	After successful completion of probationary period as defined In Article II Section 1.	3	
Level III	Nine (9) months in Level II or qualifying on six (6) job tasks whichever occurs first	4	
Level IV	Nine (9) months in Level III or qualifying on 10 job tasks whichever occurs first	5	
			<ul style="list-style-type: none"> (a) Operating Front End Loaders (b) Operating Crane or Carry Deck (c) Operating Guzzler Truck (d) Operating Forklift Truck (e) Operating Power Sweeper (f) Operating Yard Truck (g) Performing Janitor Duties (h) Performing Laborer Duties (i) Operating Skid Steer Loader (j) Operating Rotochopper (k) Operating Water truck

Job Classification & Progression		Grade	Job Tasks
Process Attendant			
Level I	First sixty (60) days worked	6	The following applies to all the Process Attendant job tasks listed below: Housekeeping, PM duties, lubrication, minor repairs, and routine functions associated with each task; capable of using the requisite equipment and tools necessary to satisfactorily perform the assigned tasks (forklift, front end loader, jackhammer, etc.)
Level II	After sixty (60) days worked	7	
Level III	After completion of any three (3) functions or six (6) months in Level II	8	
Level IV	After completion of any five (5) functions or (9) months in Level III	9	
Level V	After nine (9) months at Level IV and holding full time the Mill Labor Job Preference through the job bidding/bumping procedure and being fully qualified to Operate the Mill/Crusher Control Room; or after nine (9) months at Level IV and holding full time the Burner Helper Job Preference through the job bidding/bumping procedure	10	
Level VI	After nine (9) months at Level V and holding full time the Mill/Crusher Control Room Operator Job Preference through the job bidding/bumping procedure; or after nine (9) months at Level V and Filling a bona fide vacancy in the Mill/Crusher CRO Job Preference.	11	<ul style="list-style-type: none"> (a) Operating Kiln (b) Performing Burner Helper duties (c) Operating Dust Truck (d) Operating Mill/Crusher Control Room (e) Performing Mill labor duties (f) Performing Tapper duties (g) Operating Stone Crusher (h) Operating Clay Crusher (i) Operating Bridge Crane
Level VII	After completion of all functions or fully capable of operating kiln control room.	12	
Level VIII	Filling full time kiln control operator position	14	

Job Classification & Progression		Grade	Job Tasks
Material Handling & Equipment Attendant – No. 1 (Mill & Quarry)			
Level I	First sixty (60) days worked	6	The following applies to all the Material Handling & Equipment Attendant No. 1 (Mill & Quarry) job tasks listed below: housekeeping, PM duties, lubrication, minor repairs, and routine functions associated with each task; capable of using the requisite equipment and tools necessary to satisfactorily perform the assigned tasks (Forklift, front end loader, jackhammer, etc.)
Level II	After sixty (60) days worked	7	
Level III	After completion of any three (3) functions or three (3) months in Level II	8	
Level IV	After completion of any five (5) functions or six (6) months in Level III	9	
Level V	After twelve (12) months in Level IV and qualified by filling full time and operating large material handling equipment.	10	
			(a) Operating Front End Loaders (b) Operating Dozers (c) Operating Haulage Trucks (d) Operating Hydraulic Hoes (e) Operating Motor Graders

Job Classification & Progression		Grade	Job Tasks
Material Handling & Equipment Attendant – No. 2 (Shipping)			
Level I	First sixty (60) days worked	6	The following applies to all the Material Handling & Equipment Attendant No. 2 (Shipping) job tasks listed below: housekeeping, PM duties, lubrication, minor repairs, and routine functions associated with each task; capable of using the requisite equipment and tools necessary to satisfactorily perform the assigned tasks (Forklift, front end loader, jackhammer, etc.)
Level II	After sixty (60) days worked	7	
Level III	After completion of any three (3) functions or three (3) months in Level II	8	
Level IV	After completion of all functions or six (6) months in Level III	10	
			(a) Performing Bulkloader Duties (b) Performing Brakeman/Scaleman Duties (c) Operating Locomotive (d) Operating Power Sweeper (e) Truck Sampling (f) Certify Bill of Ladings

Job Classification & Progression		Grade	Job Tasks
Quality Control Technician			
Level I	First sixty (60) days worked	6	The following applies to all Quality Control Technician job tasks listed below: Mix control, physical tester, analyst
Level II	After sixty (60) days worked	7	
Level III	After completion of any two (2) functions or six (6) months in Level II	9	
Level IV	After three (3) months in Level III and qualified by filling full time top skilled position	11	(a) Process Control Tasks (b) Physical Tester Tasks (c) Analyst Tasks

Job Classification & Progression		Grade	Job Tasks
Operations Utility person			
Level I	Entry Level	9	Qualifications for Entry Level include: (a) Electronic Technician (2 year degree) or equivalent work experience
Level II	After a minimum of eight (8) months in Level I and demonstrating satisfactory progress	10	
Level III	After a minimum of nine (9) months in Level II and demonstrating satisfactory progress	11	The following applies to all Operations Utility Person job tasks listed below: Housekeeping, PM duties, lubrication, minor repairs, and routine functions associated with each task; capable of using the requisite equipment and tools necessary to satisfactorily perform the assigned tasks (Forklift, front end loader, jackhammer, etc.) Capable of performing mechanical maintenance tasks such as repair, welding, or machinist work as qualified
Level IV	After a minimum of nine (9) months in Level III and demonstrating satisfactory progress	12	
Level V	After a minimum of nine (9) months in Level IV and demonstrating satisfactory progress	13	
Level VI	After attaining Level V status and Obtaining a Class "A" Journeyman Electrician License from the State Of Iowa	14	An employee that successfully obtains the License will be reimbursed for the Application and license fees by the Company.

Job Classification & Progression		Grade	Job Tasks
Maintenance Journeyman			
<i>Helper</i>		7	The following applies to Maintenance Journeyman Functions: All of the Maintenance Journeyman positions fall under the OJT Program. Employees in the program will be required to participate in and successfully complete the technical and related information training required at each level. This type training will require participation in training sessions, seminars and vocational courses with outside companies, institutions and schools, requiring overnight, off shift, and travel obligations. Due to the nature of the job requirements, frequent overtime obligations will be required.
<i>D</i>		8	
<i>C</i>	Advance in accordance with provisions in the On-The-Job Training Program	9	
B-1		10	
B-2		11	
A	One skill minimum – 3 ½ years	12	
AA	Qualified as Machinist /Millwright	13	
			(a) Millwright (b) Machinist/Millwright

Job Classification & Progression		Grade	Job Tasks
Mechanic			
Level I	Entry Level	9	Qualifications for Entry Level include: 2 year diesel mechanic trade school diploma or other mechanic trade School diploma, military, or equal work experience.
Level II	After a minimum of nine (9) months in Level I and demonstrating satisfactory progress	10	
Level III	After a minimum of nine (9) months in Level II and demonstrating satisfactory progress	11	The following applies to all Mechanics job tasks listed below: Housekeeping, PM duties, lubrication, minor repairs, and routine functions associated with each task; capable of using the requisite equipment and tools necessary to satisfactorily perform the assigned tasks (a) Capable of performing mechanical maintenance tasks such as repair, welding, or machinist work as qualified.
Level IV	After a minimum of nine (9) months in Level III and demonstrating satisfactory progress	12	

Appendix "C"

On-The-Job Training Program

For Maintenance Journeyman

Mason City, Iowa Plant

1. Preamble

The purpose of this program is to provide a fair opportunity and orderly way for covered employees to become qualified and attain the top level of Maintenance Journeyman.

2. Coverage

- (a) The maintenance crafts included in this training program are Electrician, Machinist, Millwright and Mechanic.
- (b) The Levels AA, A, B, C, D and Helper will be established for Maintenance Journeyman. Rates for these levels are included in the wage rate schedule.
- (c) The Company will determine the total number of employees required in each maintenance craft, and prior to the institution of this program will supply the Training Program Committee with this information and notify them of any changes thereafter. There shall be no restriction as to the number of employees occupying any one level in a craft. Any employee who meets the eligibility requirements of the program will have the opportunity to progress to the A level.
- (d) Employees covered by the training program shall be referred to according to their respective level.

3. Training Program Committee

- (a) The Training Program Committee will hereafter be called the Committee.
- (b) In order to provide for the joint administration of the program, a Committee will be formed and made of the following personnel:

Company	3 members
Union	3 members

The Training Committee Union members will consist of "A" men from different crafts if available and a floating "A" man in the craft being evaluated if needed.

- (c) The Committee shall meet at such times as are agreed upon by Committee members. Union members of the Committee will be compensated by the Company for time spent in committee meetings or performing other committee duties outside of their regular working hours. They will be paid at their regular straight time hourly rate and such time will not be treated as time worked.
- (d) The duties of the Committee will be as follows:
 - (1) Review progress of employees in training.
 - (2) Review performance ratings of all covered employees at the end of each calendar quarter.
 - (3) Resolve disputes arising out of the administration of this program.
 - (4) Discuss needed revisions or modifications in training programs and submit them to the Company for inclusions in the Training Program.
- (e) If a dispute arises because of an unsatisfactory rating of a covered employee, a performance test or written test approved by the Committee, based on the job requirement list or the related training program, will be given. A Union member and a Company member will always be present when such a test is given.
- (f) Disputes which cannot be resolved by the Committee shall be processed through the grievance procedure of the current labor Agreement, beginning with the meeting between the Plant Manager and the Union Grievance Committee.

4. Training Program Subject Matter

(a) Technical Training

In view of the high standard of skills contemplated by this program, it is recognized that certain technical and related information training is essential. The Company recognizes and assumes its responsibility to make available to covered employees adequate instruction and training of this nature. Employees in the program will be required to participate in such training programs. The Company will pay the cost of such programs of learning provided for employees in the training program and any written tests or examinations which are a part of such program of learning will be used in determining an employee's qualifications for advancement.

(b) Work Assignments

In order for covered employees to learn and to be able to demonstrate their ability to satisfactorily perform the required work assignments, the Company will afford each covered employee with opportunities to gain experience and develop new skills in his particular craft. No employee will be rated unsatisfactory because of a lack of experience which the Company has not provided him. Each employee will cooperate by calling to the attention of his foreman the work assignments he has not been given.

(c) Changes in Subject Matter

The Company shall give the Committee advance notice of any plant improvements or modernizations which involve the installation of new equipment and machines so that the Committee may make recommendations for changes in the training program.

5. Training Grades

(a) For administration, promotion and rate increase purposes, the training program for the Helper level will be thirteen (13) weeks; D and C Levels will be 52 weeks each and B-1 and B-2 Levels will be 26 weeks each. An employee will be credited with one week of service under the program for each three (3) days (24 hours straight-time) he/she performs any work in the week.

(b) The levels for the various crafts will be as follows:

Machinist, Millwright, and Machinist/Millwright (both)

LEVEL	GRADE	10/6/2015	10/2016	10/2017	10/2018	10/2019
HELPER	7	\$ 23.07	\$ 23.71	\$ 24.36	\$ 25.03	\$ 25.78
D	8	\$ 24.04	\$ 24.70	\$ 25.38	\$ 26.08	\$ 26.86
C	9	\$ 25.05	\$ 25.73	\$ 26.44	\$ 27.17	\$ 27.98
B-1	10	\$ 26.01	\$ 26.73	\$ 27.46	\$ 28.22	\$ 29.06
B-2	11	\$ 27.02	\$ 27.75	\$ 28.51	\$ 29.30	\$ 30.17
A	12	\$ 28.01	\$ 28.78	\$ 29.57	\$ 30.39	\$ 31.30
AA	13	\$ 29.12	\$ 29.92	\$ 30.75	\$ 31.59	\$ 32.54

6. Entrance into Program

If the Company decides there is an insufficient number of employees in any Craft, a Helper vacancy will be declared and filled through the job posting procedure of the labor agreement. To be considered for entry into the training program, all employees who apply shall take Standard Aptitude Tests in, Blue Print Reading, Mathematics and Mechanical Aptitude. The Standard Aptitude Tests will be administered by a third party. To qualify, applicants must score 75% or greater on each of the above three (3) tests. Selection for entry into the program will be made on the basis of passing each test at 75% or greater, the physical ability of the candidate, and seniority. The test results will be valid for a period of two (2) years for any subsequent job bid. Employees must re-apply for each subsequent vacancy. Any applying employee who previously was employed by the Company in an established Craft and who successfully completed and attained the "A" level of that Craft, shall be deemed to have met the testing requirements and shall be exempt from taking the Standard Aptitude Tests.

7. Probationary Periods

- (a) After entering the program, an employee will be on probation until he completes the technical training material and he attains the "A" level. If satisfactory progress is not demonstrated by an employee during his probationary period, the Company will notify the Committee for an investigation. If the investigation shows that the employee has not demonstrated satisfactory progress, he will be demoted to the Serviceman classification.
- (b) Thirteen (13) weeks experience is generally required in the Helper level; Fifty-two (52) weeks experience is generally required in the D Level; Fifty-two (52) weeks experience is generally required in the C Level; Twenty-six (26) weeks experience is a requirement in the B-1 Level; and Twenty-six (26) weeks experience is a requirement in the B-2 Level. This period can be extended by the Committee.

8. Advancement

- (a) The Company will maintain a record of each covered employee's work experience and technical and related information training. These records will be made available to the Committee.
- (b) The minimum weeks of experience required in each level of each classification is designated in No. 7 (b); however, any employee who demonstrates the ability to fulfill the job requirements in his/her current level in less than the minimum weeks designated may be advanced to the next higher level, up to the B-1 Level, upon approval of the Training Committee.
- (c) A covered employee who meets the following basic requirements will be promoted to the next higher classification of his craft:
 - (1) His on-the-job performance during each level must be rated as satisfactory by his foremen using standard on-the-job performance rates guides and the results of tests on examinations. Two (2) ratings will be used - satisfactory and unsatisfactory.
 - (2) He must give evidence of having actively participated in the technical or related information training provided by the Company.
 - (3) When an employee reaches Level B-1 of the program, a minimum of twenty-six (26) weeks of experience is required in the remaining levels of the classification.
- (d) Employees who do not qualify for promotion upon the completion of his/her current level may be considered for promotion only upon the completion of each additional thirteen (13) week period.
- (e) After being fully trained for a job in the On-The-Job Training Program and attaining the A-rate, or the AA rate, the employee will be required to remain in such job for a four (4) year period before he can bid out.
- (f) **An employee advanced in accordance with the On the Job Training Program and having obtained both qualification as Millwright and Machinist shall be awarded the AA rate and Grade 13.**

9. Inclusion of Former Maintenance Employees

- (a) Employees who formerly held a covered maintenance job or a new employee with maintenance experience who wishes to enter the program must make application by bidding a posted Helper job.
- (b) If the Helper job is in the same craft that he formerly held or is in the craft in which he has experience, he will be entered into the program at the highest level, for which he qualifies.
- (c) If the Helper job bid by a former maintenance employee as outlined in (a) is of a different craft than the one he formerly held, then he will be entered in the program as a Helper.

If in the opinion of the Training Committee he is qualified for a higher level a test approved by the Training Committee shall be provided to determine to which level he is qualified to be promoted from Helper.

10. Reduction in Force

When plant production declines necessitating layoffs, and when plant production increases to justify reemployment, the status of employees in the training program will be determined by the appropriate provision of the current labor agreement.

11. Temporary Assignment

When employees not covered by this training program are assigned to maintenance jobs, the rate of the job to which they are assigned will be determined by the appropriate provision of the current labor agreement.

12. Job Status-Permanent Conditions

Whenever an employee's job status is permanently affected, he shall have the right to exercise his seniority to bump into this training program and the number of men who could be displaced in a craft would be determined as follows:

- (1) The nearest whole number of men below one-third (1/3) of the number of men in the B level and all men in any level below the B level.
- (2) There will be no displacement of employees in the A level.

Lehigh Cement Company LLC

**Cement, Lime, Gypsum and Allied Workers Division of the
International Brotherhood of Boilermakers and Local
Lodge #D-106**

Robert Bernat

Michael Lorentzen

Tom O'Neill

Mike Brand

Michelle Vaske

Alex Ramon

Brodie Pederson

Date

Date

Memorandum of Agreement

SUBSTANCE ABUSE & DRUG TESTING

PREAMBLE

This Agreement is by and between LEHIGH CEMENT COMPANY LLC, Mason City, Iowa Plant, hereinafter referred to as the "Company", and the CEMENT, LIME, GYPSUM AND ALLIED WORKERS, DIVISION OF THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS and Local Lodge #D-106, affiliated with the American Federation of Labor and Congress of Industrial Organizations, hereinafter known as the "Union".

ARTICLE I STATEMENT OF PURPOSE

The parties are committed to protecting the safety, health and well-being of all employees, contractors, vendors, customers, and the public. This article will serve to inform employees of the requirements of Lehigh Hanson's drug-free workplace standards.

The company encourages employees to voluntarily seek assistance with drug and alcohol problems and to utilize the Employee Assistance Program (EAP) before those problems affect their workplace performance.

The parties recognize that dependence upon any chemical substance is a condition which is treatable but which is also progressive in nature, and if not treated, can lead to disastrous results. An employee who has become dependent upon a chemical substance will be encouraged or may be required to seek treatment for such dependency. Refusal or failure on the part of the employee to seek such treatment will be grounds for termination of employment.

ARTICLE II Prohibitions and Requirements

Employees are required to report to work free from impairment resulting from the on- or off-duty use of alcohol or other drugs. The possession of, or drinking of, distribution of, manufacture of, or usage of alcohol and/or drugs on Company property at any time is prohibited. Reporting for work under the influence of drugs and/or alcohol, or in an unsafe condition, is likewise prohibited.

Employees may not have any unauthorized items in their possession while on duty or on the Company's premises. Unauthorized items include drug paraphernalia and alcoholic beverage containers (possession of sealed alcohol temporarily stored in personal or company vehicles and offices is allowed as applicable with state or local law).

Any employee found in circumstances whereby his/her condition or behavior is prohibited as outlined above will be subject to discipline up to and including discharge.

ARTICLE III PRESCRIPTION DRUGS

In those instances where an employee is taking medication under the direction of a physician, he/she is required to inquire of said physician what, if any, adverse effects the taking of such medication may have on his/her ability to safely perform assigned duties. In those cases where the medication may have an adverse effect upon an employee's ability to safely perform his/her assigned duties, the employee is required to notify his/her supervisor of that possibility. Failure to report such drug use to management will be grounds for disciplinary action.

Any employee bringing medication onto plant property is required to keep the medication in the labeled prescription container and provide his/her supervisor or human resource manager with written directions (identification, dosage, and date) and show same to the supervisor.

The supervisor/human resource manager will treat any such information as highly confidential but

shall observe such employee as well as any work restrictions which are applicable as a result of the medication. Should appropriate assignment not be available which would be in line with the restrictions dictated by the prescribed medication, the employee may be placed upon a disability leave of absence.

ARTICLE IV EMPLOYEE TESTING

Conditions for drug and alcohol testing in this policy apply to all Lehigh Cement Company LLC. Employees.

A. Pre-employment

A pre-employment drug test will be conducted and results received before an individual may report to duty. Offers of employment will be retracted if an applicant's test results reveal the presence of a prohibited substance or derivative thereof. Applicants who test positive may not reapply for employment with Lehigh Cement Company LLC or Lehigh Hanson for a period of one year.

B. Post-Accident

All employees are subject to post accident drug/alcohol testing as a result of being involved in an accident during work hours, during a company sponsored event on company property, and/or operating company equipment. As defined by Iowa law, following a serious or potentially serious accident or incident in which safety precautions were violated, or equipment or property was damaged, or an employee or other person was injured, or careless acts were performed by the employee. All parties involved and/or injured in the incident will be subject to drug and/or alcohol testing. An employee who is subject to post-accident drug/alcohol testing shall remain readily available for such testing or may be deemed by the company to have refused to submit to testing.

C. Follow up

As part of a follow-up alcohol and/or drug test required under an agreement allowing an employee to return to work following disciplinary action, or a positive breathalyzer and/or urine test, and/or as the result of a condition of continuing employment or reinstatement following completion of a Company-approved alcohol and/or drug treatment, counseling or rehabilitation program as defined appropriate by the treating facility health care practitioner.

D. Reasonable Cause

When, in the Company's sole discretion, an employee's performance, behavior, physical appearance (glassy-eyed, slurred speech, odor of alcohol, etc.), and/or attendance record or verified information submitted to the Company creates probable cause to believe that the employee is currently possessing, using, impaired by, or under the influence of prohibited substances.

1. The potentially affected employee(s) will not be allowed to drive any motor vehicle due to the reasonable belief that he may be under the influence. The company will take measures to ensure the employee is provided transportation up to and including notifying local law enforcement officials.
2. After returning from the collection site the employee will not be allowed to return to work pending the results of the drug test. This time away from work will be considered a suspension without pay. Employee is required to be available and responsive to any call from the MRO or the company. Any lost wages will be paid if the resulting test results are negative.

E. Random

Random drug testing will be unannounced.

1. The Company will randomly test employees for compliance with its drug-free workplace policy. As used in this Substance Abuse and Drug Testing Policy, "random testing" means a method of selection of employees for testing, performed by an outside third party selected by the Company. The selection will result in an equal probability that any

employee will be selected for testing, regardless of whether the employee has been selected or tested previously.

2. A total of **25%** of the total work force employed at the Company's Mason City, Iowa location will be selected for random testing on an annual basis. The **25%** number will be determined based on the number of active employees at the Mason City Plant on the dates of January 1, April 1, July 1, and October 1. Selections will be made on a quarterly basis. Only the Plant Manager and HR Manager will have access to the names of employees selected for random drug/alcohol testing.
3. Any employee who is on disability leave, vacation, or scheduled day off will not be required to submit to drug/alcohol testing while on such leave.
4. Management will provide a listing of quarterly random selected participants and verification of the testing of those participants to the union at the end of each quarter. The listing will not identify names, but rather the Selection ID numbers for matching purposes and confidentiality of employees.

ARTICLE V TESTING PROCEDURE

- A. All employees undergoing drug/alcohol testing must provide a valid photo identification card issued by a recognized Federal or State authority. This identification is required to be shown to the appropriate staff member of the medical facility.
- B. All specimens will be taken from an employee at a suitable medical facility or physician's office selected by the Company. A management representative may accompany the employee to and from the facility. When an alcohol test is to be administered, a breathalyzer test will be taken from the employee. When a drug test is to be administered, a urine sample will be taken from the employee.

The collection of any specimen will be conducted by an appropriate staff member of the medical facility. The refusal of an employee to sign consent forms or either cooperate with management, the testing facility or allow a specimen to be collected shall be construed as insubordination for which disciplinary action up to and including immediate discharge.

Any employee who has a test result come back with a result of "diluted," "substituted," or the scientific equivalent of those terms shall be subject to disciplinary action, up to and including immediate discharge.

- C. After testing, the laboratory must retain a sufficient portion of the confirmed positive urine or blood sample for confirmation testing and store that portion in a scientifically acceptable manner for a minimum of six months. A portion of a positive specimen shall be made available to the employee for conducting independent confirmation testing by a laboratory of the employee's own choosing, the cost of which shall be borne by the employee.
- D. No employee will suffer loss of wages while undergoing such tests, and all costs involving transportation to and from a physician's office, clinic, hospital, or other collection site, and all costs of examination and tests will be paid by the Company. Employees who are suspended pending receipt of the results who test negative shall be made whole and will be paid their regular straight time hourly rate for all scheduled hours missed during the suspension. Any employee selected for a random drug/alcohol test must remain clocked in until such time as he/she returns to the plant from the testing site. Such pay will count towards the calculation of daily or weekly overtime.
- E. Except as herein contained in this Memorandum of Agreement, nothing shall infringe on the employee's normal right to privacy or job rights and security as set forth in the collective bargaining agreement. The Company assures that employees who have successfully completed participation in diagnosis, treatment, and rehabilitation will not jeopardize their job security and/or promotional opportunities.

- F. Employees will be tested under a ten (10) panel drugs and metabolites protocol which includes: amphetamines, barbiturates, benzodiazepines, cocaine metabolite, opiates, phencyclidine, marijuana metabolite, methadone, methaqualone, and propoxyphene. Each employee will be provided a list of the drugs. All drug test specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed below for each drug.

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	500 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml

Such cutoff levels are subject to change, such change limited to any changes in such levels as mandated by the United States Department of Health and Human Services. Each employee will be provided a list of the drugs.

- G. Any employee tested for presence of alcohol and has a test result in excess of the lower of 0.04% or the legal Iowa State limit of alcohol by weight in the blood will be deemed to be under the influence of alcohol, or in the event that the State of Iowa should enact a lower standard for operating a motor vehicle under the influence of alcohol, such standard shall be utilized in this Section G of this Agreement contemporaneously with the effective date of the new State standard.

ARTICLE VI CHAIN OF CUSTODY

All blood and/or urine samples collected for drug and/or alcohol testing shall have an adequate chain of custody certification to ensure that no tampering with the samples can occur. Any employee tested must provide required information and sign the chain of custody upon completion of the testing

ARTICLE VII CONFIDENTIALITY

All information obtained pursuant to this Agreement and all medical and testing information resulting there from shall be treated in a strictly confidential manner. Test results shall only be available to the plant manager and/or the human resource manager.

In the event that a grievance or any other complaint is filed concerning any aspect of the testing procedure or subsequent action taken pursuant to such testing, the above mentioned limitations on the confidentiality of such test results shall not apply to individuals involved in the proceeding, processing or resolution of the grievance or other complaint. Further, in the event that testing results may become relevant in any other legal proceeding involving the tested employee, such results may be utilized in such proceeding and the foregoing confidentiality requirements shall not apply.

ARTICLE VIII EMPLOYEE ASSISTANCE PROGRAM

The Company will make available to any employee, the services and resources of an Employee Assistance Program (EAP). Such services will provide up to the first three one-hour consultation sessions for an employee or a member of the employee's family per calendar year with a professional in the field of mental health. These first three consultation sessions are provided at no cost to the employee. In addition, the services to which the individual may be referred as a result of the visits to the EAP professional will be covered in accordance with the provisions of the Comprehensive Medical and Dental

Care Plan as contained in the Insurance and Health Agreement negotiated between the Company and the Union.

Any discussions which the employee has with the professionals under the EAP and any other facility to which he/she is referred as a result of the EAP visits will remain confidential in the patient/professional relationship and shall not be divulged to the Company or Union representative.

It is understood and agreed that the benefits contained within this Article will be available to any employee who seeks help for a substance abuse problem.

ARTICLE IX TEST RESULTS

If a confirmed positive test result for drugs or alcohol for a current employee is reported to the Company by the medical review officer, the Company shall notify the employee in writing, mailed to the employee's last address on record, via certified mail, return receipt requested, of the results of the test, the employee's right to request and obtain a confirmatory test of the second sample collected at an approved laboratory of the employee's choice, and the fee payable by the employee to the Company for reimbursement of expenses concerning the test. The fee charged an employee shall be an amount that represents the costs associated with conducting the second confirmatory test, which shall be consistent with the Company's cost for conducting the initial confirmatory test on an employee's sample. If the employee, in person or by certified mail, return receipt requested, requests a second confirmatory test, identifies an approved laboratory to conduct the test, and pays the Company the fee for the test within seven days from the date the Company mails by certified mail, return receipt requested, the written notice to the employee of the employee's right to request a test, a second confirmatory test shall be conducted at the laboratory chosen by the employee. The results of the second confirmatory test shall be reported to the medical review officer who reviewed the initial confirmatory test results and the medical review officer shall review the results and issue a report to the Company on whether the results of the second confirmatory test confirmed the initial confirmatory test as to the presence of a specific drug or alcohol.

If the results of the second test do not confirm the results of the initial confirmatory test, the Company shall reimburse the employee for the fee paid by the employee for the second test and the initial confirmatory test shall not be considered a confirmed positive test result for drugs or alcohol for purposes of taking disciplinary action.

Any employee who is sent for either a drug and/or alcohol test as previously stated and who tests positive for the first time, will be offered the services of the Employee Assistance Program.

Cost for the services of the EAP and recommended treatment will be covered under the provision of the employee's group insurance plan and/or will be the responsibility of the employee. Employee must authorize the release of information on compliance with the treatment providers.

Any employee who has tested positive for drugs and/or alcohol and who successfully completes (or is in compliance with) the recommendations of either the EAP counselor or rehabilitation services counselor and provides a negative return to work drug and/or alcohol test from an approved laboratory or the company medical provider will be allowed to return to work provided the company has confirmation of the same.

Any employee who has tested positive for drugs and/or alcohol and who successfully completes the recommendations of either the EAP counselor or rehabilitation services counselor (if applicable) may be required to submit to drug/alcohol testing once a month for a period of two (2) years. Such employee will also remain in the random drug testing pool for all employees.

An employee who is tested for the presence of either drugs and/or alcohol and whose test results are positive and further, who

- (a) has on a previous occasion tested positive for either drugs and/or alcohol; or

- (b) refuses to seek assistance of, and comply with, the Employee Assistance Program (EAP) or refuses to cooperate with the recommendations of either the EAP counselor or rehabilitation services counselor (if applicable)

will be subject to discharge.

Nothing contained in this Article or Memorandum of Understanding will preclude the Company from assessing discipline up to and including discharge for an offense other than being under the influence of either drugs and/or alcohol.

ARTICLE X SEPARABILITY CLAUSE

Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

ARTICLE XI MANAGEMENT RIGHTS

Management reserves the right to retain or change medical personnel or facilities, and/or modify the EAP Program initiated as a result of this Agreement consistent with the privacy and confidentiality provisions of this Agreement.

Where management determines that the circumstances surrounding an occurrence or conduct of an employee warrant immediate discharge, management retains the right to discharge the employee, subject to the grievance procedure, without utilization of the testing procedures contained herein.

Management further retains the right to amend the provisions of this Agreement in any location where applicable Federal, State or municipal law so indicates. Such right to amend under this circumstance is limited to the necessity as required by the applicable statute.

APPENDIX "E-1"

August 16, 1988

Mr. Henry Bechtholdt
International Vice President
Cement, Lime, Gypsum & Allied Workers
International Brotherhood of Boilermakers
753 State Avenue - Suite 480
New Brotherhood Building
Kansas City, Kansas 66101

Dear Mr. Bechtholdt:

During the recent negotiations which led to the current collective bargaining agreement, the parties discussed the continuation and scheduling of breaks, lunches, and wash-up time in the various plants.

The Company expressed its intent of retaining the breaks, lunches, and wash-up time, and the parties understood that the current scheduling practices of such privileges would continue.

Very truly yours,

Hugh C. Earls
Director - Labor & Employee Relations

The parties hereto agree to continue this Letter of Understanding during the term of the October 6, 2015 Collective Bargaining Agreement.

This Appendix is modified to read as follows:

This agreement applies only to employees having an unpaid lunch period.

The morning breaks and wash up time are eliminated and replaced with the following procedure:

Those affected employees will be able to clock out and leave the premises up to thirty (30) minutes prior to the end of their scheduled shift. These employees will be paid to the end of their scheduled shift if they have punched out within this thirty (30) minute period. Employees are expected to be working until the time they punch out.

Employees required by their supervisor to work beyond thirty (30) minutes prior to the end of their scheduled shift will be paid for a thirty (30) minute period after their work assignment has ended. Any time after the end of the employees scheduled shift will be paid at the applicable overtime rate.

This agreement is not applicable to any employee not having an unpaid lunch period.

APPENDIX "E-2"

August 16, 1988

Mr. Henry Bechtholdt
International Vice President
Cement, Lime, Gypsum & Allied Workers
International Brotherhood of Boilermakers
753 State Avenue - Suite 480
New Brotherhood Building
Kansas City, Kansas 66101

Dear Mr. Bechtholdt:

During the recent negotiations which resulted in the current collective bargaining agreement, one of the subjects the parties discussed was the posting of job vacancies.

In Article II, Section, the contract states that "all job vacancies or new jobs created in the bargaining unit shall be posted for a five (5) day period ..." The parties in their discussion agreed that the appropriate point at which a job vacancy should be posted is at the time that Management makes a decision to fill the job. This is the sole criteria in determining whether a job vacancy is to be posted.

In addition to the above, the parties also discussed the application of Article II, Section 6 to vacancies occurring in the Serviceman classification. Service man vacancies will be posted on a limited basis as follows.

When a job posting results in a series of vacancies requiring posting, each successive job vacancy will be posted until a second Serviceman vacancy is reached in the series. The second Serviceman vacancy will not be posted, and the Company may hire a replacement person for such vacancy.

Very truly yours,

Hugh C. Earls
Director - Labor & Employee Relations

The parties hereto agree to continue this Letter of Understanding during the term of the October 6, 2015 Collective Bargaining Agreement.

APPENDIX "E-4"

August 16, 1988

Mr. Henry Bechtholdt
International Vice President
Cement, Lime, Gypsum & Allied Workers
International Brotherhood of Boilermakers
753 State Avenue - Suite 480
New Brotherhood Building
Kansas City, Kansas 66101

Dear Mr. Bechtholdt:

Although Article V, Section 7 of the current collective bargaining agreement states that the "final right of allotment, including vacation assignment during periods of shutdown, illness, injury, or curtailment is exclusively reserved to the Company", the parties in recent negotiations discussed the intent of such language.

It was understood between the parties that while the Company has exclusively reserved a right of vacation allotment, it was the Company's intent to judiciously exercise such a right.

The parties had expressly discussed two fact situations. One, an employee sick and disabled from work as a result of the "flu" in March would not be forced to take vacation during the period of disability, unless previously scheduled. Two, a discussion regarding vacation scheduling during shutdown period ensued. It was agreed that in a normal shutdown period the Company usually needs most, if not all, employees to perform the required work during an outage period. But during prolonged shutdowns, which could be due to market conditions, different circumstances prevailed. It was not the Company's intent to assign vacations during the former example other than those previously scheduled. In the latter example where a prolonged shutdown was expected, the Company, due to the circumstances, might schedule vacations in accordance with the language in the above-cited section.

I believe this covers our discussions during negotiations leading up to this agreement.

Very truly yours,

Hugh C. Earls
Director - Labor & Employee Relations

The parties hereto agree to continue this Letter of Understanding during the term of the October 6, 2015 Collective Bargaining Agreement.

APPENDIX "E-5"

August 5, 1991

Mr. Henry Bechtholdt
International Vice President
Cement, Lime, Gypsum & Allied Workers
International Brotherhood of Boilermakers
753 State Avenue - Suite 480
New Brotherhood Building
Kansas City, Kansas 66101

Dear Mr. Bechtholdt:

The following is an excerpt from Mr. Morgan's letter dated August 18, 1988, outlining the shift differential practices for each of the plants covered under the 1988 Collective Bargaining Agreement. The excerpt pertains to the Mason City, Iowa Plant:

1. Shift times for plant:
 1. 7:30 A.M. - 3:30 P.M.
 2. 3:30 P.M. - 11:30 P.M.
 3. 11:30 P.M. - 7:30 A.M.
2. Shift differential is determined by the weekly work schedule. Shift Differential is payable per shift differential rates state in Article VII, Section 1.
3. If employees, working on the normal rotating shifts, are held over to the subsequent shifts, they receive the shift rate applicable to the subsequent shift for those worked.

(Example: A shift employee held over 4 hours into B shift, would be paid 4 hours at B shift rate).
4. All other employees scheduled for A, B, or C shift receive the scheduled shift rate for all hours worked. These shifts usually do not coincide with the normal rotating shifts.

(Example: Maintenance Journeyman scheduled on B shift 8:00 P.M. to 4:30 A.M. would receive B shift rate for all hours worked, whether 8 or 10 or 12).

Very truly yours,

Hugh C. Earls
Director - Labor & Employee Relations

The parties hereto agree to continue this Letter of Understanding as revised during the term of the October 6, 2015 Collective Bargaining Agreement.

APPENDIX "E-8"

August 5, 1991

Mr. Henry Bechtholdt
International Vice President
Cement, Lime, Gypsum & Allied Workers
International Brotherhood of Boilermakers
753 State Avenue - Suite 480
New Brotherhood Building
Kansas City, Kansas 66101

Re: Article XIII. Section 3 -
Jury Duty: Requirement To Return To Work If Excused By the Court For The Day

Dear Mr. Bechtholdt:

During the process of negotiating the current Collective Bargaining Agreement with the Mason City, Iowa Local #D-106, the parties discussed the application of the jury duty provision of the agreement (Article XIII, Section 3).

It was agreed that Article XIII, Section 3 would apply as stated, with the following qualification for those who are called to serve on a jury in a court sitting in Mason City, and who are excused from such jury duty prior to twelve (12:00) noon:

1. A regular employee scheduled to work on the day shift shall be excused from work on the morning he is required to report for jury duty. On any day the court dismisses the employee prior to twelve (12:00) noon, he/she will be expected to return to work for the remainder of the scheduled shift.
2. Any regular employee scheduled to work the afternoon shift and who is dismissed from jury duty prior to twelve (12:00) noon will be required to work his/her regular shift and will be compensated only for the hours actually worked.

Very truly yours,

Hugh C. Earls
Director - Labor & Employee Relations

The parties hereto agree to continue this Letter of Understanding during the term of the October 6, 2015 Collective Bargaining Agreement.

APPENDIX "E-10"

May 1, 1997

Mr. Carey Allen
International Representative
International Brotherhood of Boilermakers
Cement Division
1697 E. County Rd. 1100 S.
Cloverdale, IN 46120

Re: Quarry Mechanics - Shift Differentials

Dear Mr. Allen:

This is to confirm that during the term of the May 1, 1997 labor agreement the Company will compensate the Quarry Mechanics who are scheduled to work a 11:00 a.m. to 7:30 p.m. shift at the quarry, and any other employee who may be temporarily assigned to such job, location and shift, with the second shift differential for all hours worked on the second shift which normally commences at 3:30 p.m.

Very truly yours,

Edward E. Rosko
Mgr. Human Resources
Western Division
Lehigh Portland Cement Co.

The parties hereto agree to continue this Letter of Understanding during the term of the October 6, 2015 Collective Bargaining Agreement.

APPENDIX "E-12"

May 1, 1997

Mr. Carey Allen
International Representative
International Brotherhood of Boilermakers
Cement Division
1697 E. County Rd. 1100 S.
Cloverdale, IN 46120

Dear Mr. Allen:

This is to confirm that during the negotiations which led to the May 1997 Collective Bargaining Agreement, the Union requested that the Company provide the Union with the Company's intentions as to the staffing of certain maintenance Journeyman classifications in the immediate and distant future.

This is to advise the Union that due to the ever increasing emergence of electronic and computer controlled equipment in today's competitive market, it is the Company's intent to employ Operations Utility Persons to install, program and maintain such equipment.

In doing so, however, it is not the Company's intent to reduce the size of the current Millwright classification or to replace the current incumbents within the Electrical classification. Although the configuration of the Journeymen classifications will change over time, due to the on-going influx of electronics and computerized equipment, this will also require a greater proportion of Operations Utility Persons as is presently employed.

Very truly yours,

Edward E. Rosko
Mgr. Human Resources
Western Division
Lehigh Portland Cement Co.

The parties hereto agree to continue this Letter of Understanding during the term of the October 6, 2015 Collective Bargaining Agreement.

APPENDIX "E-14"

April 30, 2003

Mr. Carey B. Allen
Director Cement, Lime, Gypsum and Allied Workers Division
International Brotherhood of Boilermakers
1697 East County Road, 1100 South
Cloverdale, IN 46120

Dear Mr. Allen:

During our recent negotiations, which resulted in the current collective bargaining agreement between Lehigh Cement Company and the International Brotherhood of Boilermakers Local Lodge #D-106, the parties discussed the issue of an employee's right to have Union representation present before being sent home or suspended for either disciplinary action or for an investigation pending possible disciplinary action.

During these discussions, the Company agreed that an employee could have Union representation providing that a Union Representative is available at the Plant and also providing that the incident leading to such possible action did not involve violence, a threat of violence or an act of insubordinate behavior toward any Plant Supervisor. In such cases the Company does retain its right to have the employee immediately removed from Plant property pending disciplinary investigation and action.

Sincerely,

Theodore C. DeLong
Vice President - Human Resources

The parties hereto agree to continue this Letter of Understanding during the term of the October 6, 2015 Collective Bargaining Agreement.

Date: APRIL 29, 2010
To: ALL HOURLY EMPLOYEES
Subject: ATTENDANCE POLICY

It is important that employees have the freedom and latitude to deal with personal issues and emergencies without falling foul to Company discipline. To this end each employee may take three (3) days of unpaid leave over a 12 month calendar year. Unpaid leave is defined as days that may be used in full (all scheduled hours) or half (4 hour) day increments without explanation. To take unpaid leave the employee must notify his/her supervisor as soon as is practical prior to beginning the leave period.

Similarly it is important to the efficient operation of this plant, that outside of paid and unpaid allowable leave, employees are at work, on time, and stay for their scheduled shift each day. The following attendance policy is an effort to achieve this goal, to insure consistency throughout the plant and to articulate the corrective action which will be applied.

Once unpaid leave is exhausted, the attendance program will take effect. The attendance program is as follows:

For the purposes of the attendance program the following definitions apply:

An ABSENCE is defined as follows:

An absence from scheduled work of more than four (4) hours in duration. A reported illness/incident two (2) consecutive days or longer will be treated as one incident. Absences will count as a full incident.

A TARDY or EARLY LEAVE is defined as follows:

A tardy is a late clock in up to four (4) hours after the employee's scheduled start time with proper notification. An early leave is leaving with proper notification up to four (4) hours prior to the employee's scheduled quit time. Tardy and early leave as defined will count as one half (1/2) of an incident.

Because the number of allowable occurrences established in this policy is set high enough to cover a normal level of human frailties and difficulties beyond the control of the employee, a judicious use of allowable absences and lateness permits responsible employees sufficient protection against unfair discipline. Employees must realize that the misuse of allowable occurrences places them in great jeopardy because once they have used up their unpaid leave, any future incidents will go on their record, even if for reasons beyond their control.

CONSEQUENCES

Once unpaid leave is exhausted, incidents will accumulate and the corrective action listed below will be followed over a rolling twelve (12) month period.

CORRECTIVE ACTION INCIDENTS	VERBAL NOTIFICATION 3	WRITTEN WARNING 6	THREE (3) DAY SUSPENSION 8	TERMINATION 9
-----------------------------------	-----------------------------	-------------------------	----------------------------------	------------------

04/29/10

Employees that complete six (6) consecutive months without an incident will have one (1) earliest incident removed from the current number of incidents. Incidents cannot be reduced below zero and unpaid leave cannot accumulate.

There may be times when an absence is unavoidable and may not count as an incident or personal day. These are listed below:

- Absences covered in the contract will not be applied (i.e. Jury Duty, Bereavement, etc.)
- Absences covered by applicable law (i.e. FMLA, Work related injuries/Worker's Comp/required court appearance, voting in Official Government Elections)
- Approved requests for absences to attend to Official Union Business
- Timely written requests pre-approved by the Department Head and Plant Manager or his designee.
- Plant Manager's Discretionary Rule: If an employee is absent due to an abnormal circumstance, such as severe winter storm or severe flooding conditions the Plant Manager, at his discretion, may remove that absence from the employee's incident record.

Even though an individual absence may not result directly in loss of compensation, such an absence will be counted as an incident for purposes of this Policy. For instance, even if an employee receives pay for a missed day, he or she still will have that day counted as an incident under this Policy.

Whether time lost due to an occurrence of absenteeism, leaving work early, or lateness is charged against sick days, vacation days, or some combination of the two for compensation purposes has no bearing on whether an incident will be charged under this Policy. It will be.

EFFECT ON OTHER POLICIES AND RULES

Nothing contained in this Policy shall eliminate any obligation or responsibility of an employee under the Company rules and policies, including but not limited to, the obligation and responsibility to notify the Company in advance that the employee will be absent, late or leaving early, to keep the Company properly advised of the anticipated length of an absence, and to produce valid doctor's notes when required. Nothing contained in the Policy will be deemed to constitute Company approval of any scheduled or unscheduled absence, leaving work early, or lateness, with or without pay.

This policy goes into effective on January 1, 2010. All employees will start with a "clean attendance slate" on that date.

THOMAS A. O'NEILL
PLANT MANAGER