



**Durkee, Oregon**

**AGREEMENT**

**Between**

**ASH GROVE CEMENT COMPANY**

**and**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS, DISTRICT LODGE NO. W24,  
WILLAMETTE LODGE NO. 63, AFL- CIO**

**August 1, 2019 to July 31, 2023**

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THIS AGREEMENT, by and between ASH GROVE CEMENT COMPANY, hereinafter referred to as "Company", for its operations at Durkee, Oregon, and INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE NO. W24, WILLAMETTE LODGE NO. 63, AFL-CIO hereinafter referred to as "Union".

**WITNESSETH:**

That the parties hereto have agreed as follows:

**ARTICLE 1 - PURPOSE OF AGREEMENT**

The purpose of this Agreement is to record the terms of agreement between the signatory parties governing rates of pay, hours of work and other conditions of employment.

**ARTICLE 2 - RECOGNITION**

**Section 2.1** Company recognizes Union (International Association of Machinists and Aerospace Workers, District Lodge No. W24, Willamette Lodge No. 63, AFL-CIO) as the exclusive collective bargaining agency for the following employees: All machinists, welders, repairmen, oilers, warehousemen and shop and repairman helpers of Company at its facilities at Durkee, Oregon, but excluding all other employees, office and clerical employees, guards, professional employees, and supervisors as defined in the National Labor Relations Act, as amended.

The above unit is intended to conform to the unit as defined and determined by the National Labor Relations Board in Case Nos. 36-RC-483.

**Section 2.2** Whenever the terms "employee" or "employees" are used in this Agreement, they shall mean employees within the above unit. The masculine pronoun wherever used herein shall include the feminine pronoun.

**Section 2.3** Work customarily performed by employees within the above bargaining unit shall continue to be performed by such employees during the term of this Agreement, provided, however, that the Company can contract out or permit contracting and subcontracting out where the work is customarily performed with outside contractors, where qualified employees or equipment are not readily available during the normal work day, during emergencies, or where work can be performed more efficiently or economically outside.

**Section 2.4** Company personnel excluded from the bargaining unit shall not perform bargaining unit work, except in an emergency endangering life or property. Company shall be required to pay to the affected worker or workers double time (his or their) regular straight-time hourly rate for any time worked by persons not included in the bargaining unit, with a minimum of four (4) hours' pay. If there is no affected worker, the penalty for such work shall be paid to the worker designated by the Union.

**ARTICLE 3 - UNION SECURITY AND CHECKOFF**

**Section 3.1** All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later.

Upon receipt of a voluntary written authorization, the Company agrees to deduct and forward monthly to the Local Unions, the Union Membership dues from the pay of each IAM&AW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Company by the Local Union.

The Union agrees to indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of or by reason of any action that may be taken by the Company for the purpose of complying with this Section.

Deduction of monthly dues shall be made in the first pay period of each month and a check for deductions shall be remitted to Union as soon as practical.

#### ARTICLE 4 - MANAGEMENT CLAUSE

**Section 4.1** Unless expressly limited by this Agreement, the Management of the Plant and the direction of the working forces, including but not limited to, the right to hire, suspend, discharge, transfer, promote, establish reasonable plant rules, and relieve employees from duty because of lack of work, for acts of God or for emergencies is vested exclusively in the Company. Nothing herein contained shall abrogate the other articles of this Agreement.

**Section 4.2** The right to promote and the right to discipline and discharge for cause are rightfully the sole prerogative of Company, provided that claims of discriminatory promotion and of wrong and unjust discipline shall be subject to grievance procedure.

#### ARTICLE 5 - SENIORITY

**Section 5.1** There shall be a ninety (90) calendar day probationary period for new employees. **Probationary employees will become eligible for benefits on the first day of the month following sixty (60) consecutive days of employment.** After an employee has completed their ninety (90) calendar days of probation seniority within the appropriate group shall date from the first date of last employment within the group.

**Section 5.2** The machinists, leadman, welder/repairmen, oilers, and shop and repairman helpers at the Company's facilities at Durkee, Oregon, shall constitute the bargaining unit within which they shall accumulate seniority.

Company shall furnish Union seniority lists, based upon the first date of last employment of all employees except probationary employees. These seniority lists, when approved by Union, will be recognized as the official seniority lists under the terms of this Agreement.

Seniority shall accumulate during absence from work only under the following conditions:

- (a) Absence caused by industrial injury.
- (b) Authorized leaves of absence.
- (c) Scheduled vacation.
- (d) Layoffs not in excess of two (2) years.

The seniority of an employee, together with all rights inherent to seniority under this Agreement, shall be forfeited if employment is terminated. **Termination for seniority only (excludes benefits)** is defined as follows:

- (a) Quits.
- (b) Discharged for cause.
- (c) Layoffs in excess of two (2) years.
- (d) Absence due to non-occupational sickness or injury in excess of one (1) year.
- (e) Failing to notify the Company during three (3) consecutive days of absence, unless it can be established that it was physically impossible to do so. Notice as referred to herein shall be to the employee's immediate supervisor or another management representative of the Company.  
(Note: Employees while drawing Workers' Compensation benefits will be considered as having made the necessary reports to the Company.)

Any member of the IMAW (Machinists) Union who becomes incapacitated and on the basis of competent medical opinion cannot perform the duties of his/her regular job may exercise his/her plant seniority through the bumping procedure to move to another position within the bargaining unit at the plant for which he/she could qualify within a reasonable period of time but not to exceed 90 calendar days. This in no way affects the bidding rights of the employee.

Any employee who is displaced by an incapacitated employee pursuant to this section may exercise his/her plant seniority to bump into another position within the bargaining unit at the plant for which he/she is qualified in the same manner as covered in the job bidding procedure.

## ARTICLE 6 - PROMOTIONS

**Section 6.1** Promotions and filling of vacancies or new jobs shall be based on seniority as defined in Article 6 provided that in the opinion of the Company the senior employee has the experience and ability necessary to perform the job.

Before a senior employee can bid to any shift an opening must be available on that particular shift.

**Section 6.2** All promotions and vacancies within the bargaining unit shall be posted for three (3) working days on the bulletin boards in order to give any employee an opportunity to make application in writing for such jobs.

New job openings for the position of leadman will be posted on the bulletin board. The Company reserves the right to make the final selection of the leadman and these positions will be exempt from any bumping or bidding due to promotions and vacancies or new jobs.

**Section 6.3** Any senior employee who feels that he has been dealt with in a discriminatory manner when a promotion is made shall be allowed seven (7) calendar days from the time such promotion is made in which to file a grievance.

## ARTICLE 7 - REDUCTION AND RESTORATION OF FORCES

**Section 7.1.** Whenever a reduction of forces or a reduction in hours is necessary, Company will post the names of those employees affected one (1) week prior to such reduction, unless breakdowns, accidents or other emergency makes such notice impossible. Layoffs shall be based on seniority, related experience and ability. This posting shall be made in the work areas concerned and a copy of such posting furnished Union. Any grievance arising from such reduction in forces shall be presented in the manner set forth in Article 14.

**Section 7.2** In the restoration of forces, employees who are laid off in a reduction of forces shall be called back according to classification and seniority.

When a grievance exists in regard to the recall of employees, Company, on request of Union, will furnish Union a list of employees whom Company was unable to reach and the method by which they are recalled.

When an employee has been laid off, he shall notify Company within twenty-four (24) hours after receiving notification to return to work whether or not he will accept the position. He shall report to his assigned shift within seven (7) working days from the date of said notification, or on a date mutually agreed to in writing by the employee and Plant Manager.

**Section 7.3** Company will give what indications it can as to what its operation and maintenance program will be, and will give at least seven (7) calendar days' notice in case of intended shutdown. If the employee is laid off with less than seven (7) calendar days' notice, he shall be compensated as if he had worked his regular work schedule until seven (7) calendar days had elapsed since he received such notice. Any employee may make arrangements with Company to not be subject to call during a period the job in which he is employed is shut down. Should an employee appear ready for work within two (2) weeks from the date Company serves him notice to return to work, he shall not lose seniority, wage rate or position.

## ARTICLE 8 - LEAVE OF ABSENCE AND MEETINGS

**Section 8.1** Where the requirements of the plant will permit, a leave of absence will be granted for valid and substantial reasons without pay for not over thirty (30) calendar days. Extensions may be granted in emergencies and for compelling personal reasons. The granting of leaves of absence and extensions thereof shall be at the discretion of Company. Nothing herein prohibits the Company from granting any such leave, if required by law.

**Section 8.2** Leaves of absence shall be granted for injury or illness as long as the employee's physician and Company agree on the employee's inability to work. The employee shall report to the

Company office where he is employed every thirty (30) calendar days during such absence.

**Section 8.3** Leaves of absence not to exceed three (3) years will be granted not more than two (2) members of Union selected to work full time for the Union in an official capacity.

**Section 8.4** Meetings will be conveniently scheduled so as to complete all business within the normal working day for day employees. Any employee who is scheduled to work during the hours the meeting is held and who attends the meeting will be compensated by multiplying his regular classified hourly wage rate by the hours he attends the meeting. In addition, if this employee attends the meeting beyond his normal quitting time, he will be compensated for each additional hour he attends the meeting by multiplying his regular classified hourly wage rate by one (1) and said additional hour or hours shall not count toward daily or weekly overtime.

**Section 8.5** . When a meeting is scheduled at which a representative of the International Union and a representative of Company will attend, any member of the Committee who is scheduled to work the third shift immediately preceding the meeting will be excused from working the third shift and will be compensated by multiplying eight (8) hours at his regular classified hourly wage rate plus shift differential if the employee has attended the meeting, except as otherwise provided in Addendum D.

Any member of the Committee who is scheduled to work the second shift immediately following the meeting will be excused from working the second shift if the employee has attended the meeting for six (6) hours. In the event the employee is excused from working the second shift, he will be compensated by multiplying eight (8) hours at his regular classified hourly wage rate plus shift differential, except as otherwise provided in Addendum D.

Any member of the Committee who is not scheduled to work during the hours the meeting is held, who is not scheduled to work the third shift immediately preceding the meeting, or who is not scheduled to work the second shift immediately following the meeting, and who attends the meeting, will be compensated by multiplying his regular straight-time hourly wage rate by all hours he attends the meeting. Any hours paid under this paragraph shall not 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 is receiving Supplemental Unemployment Benefits (SUB), sickness and accident benefits, or workers' compensation benefits for the day of the meeting or who is absent due to disciplinary layoff shall not receive any compensation under this paragraph.

#### **ARTICLE 9 - BULLETIN BOARDS**

**Section 9.1** Company will provide Union two (2) bulletin boards at its facilities at Durkee, Oregon.

#### **ARTICLE 10 - SOLICITATIONS**

**Section 10.1** There shall be no soliciting of employees without the consent of the Company.

#### **ARTICLE 11 – VACATIONS**

**Section 11.1** All regular full-time employees will receive their earned vacation allowance based on the employee's continuous service with the Company as detailed below:

<u>Length of Continuous Service</u>	<u>Hours Earned Per Pay Period *</u>
Less than two (2) years (80 hours)	3.077 hours
More than two (2) years but less than nine (9) years (120 hours)	4.615 hours
More than nine (9) years but less than nineteen (19) years (160 hours)	6.154 hours
More than nineteen (19) years (200 hours)	7.692 hours

\* Twenty-six (26) pay periods per year equates to vacation earned in a twelve (12) month period. The per pay period earned rate is adjusted on the next pay period following the employee's anniversary date with the Company and will begin to reflect their increase vacation level.

Newly hired employees will be able to schedule vacation after the completion of their ninety (90) calendar

day probationary period, and shall receive vacation credit from their original date of hire. The Company maintains it is in an employees' best interest to take vacation time off from work. As such, employees will be required to schedule vacation in accordance with other provisions of this Article. However, employees are eligible to maintain a vacation balance no greater than two (2) times or two-hundred percent (200%) of their eligible vacation time allowed based on their service with the Company. For example, an employee with four (4) years of service would be allowed a vacation balance up to but not to exceed 240 hours. In all cases, once the vacation allowance reached the maximum limit (200%) additional vacation will no longer be added to the employee's vacation allowance and this additional time will be forfeited by the employee.

**Section 11.2** Vacation pay shall be computed at the employee's regular straight-time hourly rate, including applicable shift differential, for the permanently assigned job classification on which the employee is working at the time he takes his vacation; provided, however, if the employee has held a single higher-rated classification for more than six (6) months during the calendar year preceding his vacation, he will receive vacation pay computed at the higher rate.

**Section 11.3** So far as practicable, vacation will be granted at times most desired by employees, but the final right to allotment of vacation period is exclusively reserved to the Company in order to ensure the orderly operation of the plant. In exercising its right to allot vacation periods, Company will not require any employee who is on layoff to take his vacation during periods of plant shutdown or curtailment of operations. Where requested vacation periods conflict, preference shall be given to the senior employee.

**Section 11.4** Employees entitled to two (2) weeks (80 hours) of vacation may be permitted to take such vacation in two (2) separate periods of not less than one (1) week (40 hours) each. Employees entitled to three (3) or more weeks (120 hours) of vacation may be permitted to take such vacation in three periods of not less than one week (40 hours) each. The foregoing notwithstanding, employees entitled to two, or more, weeks of vacation may be permitted to take two weeks (80 hours) of vacation each year one day (a day is based on an employee's 8 or 10 hour shift, as applicable) at a time providing application for each such one-day vacation is approved in advance by Company. In addition employees entitled to two or more weeks of vacation approved in advance by the company may be permitted to take up to twenty (20) hours of vacation in one (1) hour increments with a twenty four (24) notification to their supervisor.

**Section 11.5** Provided the employee provides a written request with a minimum of two weeks' notice prior to commencement of scheduled vacation, each employee's vacation pay shall be available at the time he starts his vacation.

**Section 11.6** In case of termination of an employee for any reason, the Company shall pay to him, or in the event of his death, to his beneficiary, any vacation pay due him.

**Section 11.7** No employee shall be permitted to accept extra pay in lieu of actual vacation time off.

**Section 11.8** There shall be no duplication of sickness and accident benefits with vacation pay. The intent of this section is to prevent payment of sickness and accident benefits for the same day or days an employee receives vacation pay.

## **ARTICLE 12 - SAFETY**

**Section 12.1** Company shall continue to make all reasonable provisions for the safety and health of its employees during the hours of their employment in compliance with the Oregon Basic Safety Code. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by Company in accordance with the practices now prevailing. Company will continue its safety program.

**Section 12.2** Safety shoes must be worn by employees during all hours worked. The Company will reimburse employees up to \$230 per year during the calendar year for the purchase of up to two pairs of shoes to be selected from styles offered by the Company. New employees who complete the probationary period shall be offered up to one-half the full allowance during their first calendar year. Beginning January 2009, the Company through a bank debit card, by January 31 of each year, shall provide the reimbursement of \$230 for safety shoes. Effective 1/1/2012 the reimbursement will be \$240.00.

**Section 12.3** Company agrees to:

- (1) Make available appropriate protective aprons for handling batteries and other acid containers.
- (2) Continue its existing local practices regarding the furnishing of gloves.
  - (a) Employees who are not presently receiving gloves under existing local practices shall receive one pair of gloves at the beginning of each year, and each such employee shall receive a maximum of one additional pair per year from the Company upon the return of his worn out gloves.
  - (b) In the event such an employee wears out and returns the two pairs of gloves provided to him, the Company shall sell him an additional pair of gloves for each worn out pair of Company provided gloves he returns. Said gloves shall be sold to the employee at the price paid by the Company.

**Section 12.4** Safety equipment required by Company shall be furnished by the Company. If an employee will furnish Company with a doctor's order for personal prescription lenses, the cost of safety glasses and eye examination will be paid by Company. Prescription glasses will not be replaced more frequently than once a year, unless damaged during the performance of duties.

**Section 12.5** A Joint Safety and Health Committee shall be established consisting of seven members, two appointed by the Company, one appointed by the Quarry Unions, one appointed by the Teamsters Union, one appointed by the International Association of Machinists and Aerospace Workers, District Lodge No. W24, Willamette Lodge No. 63, and one appointed by the International Brotherhood of Electrical Workers, Local Union No. 112. 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 Safety Director or his designee will be the seventh 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 effectively 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 by the Committee shall be reduced to writing, and joint minutes of all meetings of the Committee shall be made and maintained. One Union Representative of the Committee will accompany a federal or state investigator on a walk-around inspection or investigation and will attend any pre- or post-inspection conferences.

All time spent in connection with the work of the Committee by a Union Representative, including all time spent in 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. Any time spent during the hours the employee is scheduled to work shall count toward the calculation of any penalty or premium pay section of the Agreement, including but not limited to, daily or weekly overtime. Any time spent outside of the hours the employee is scheduled to work shall not count toward the calculation of any penalty or premium pay section of this Agreement. No time spent outside of the hours the employee is scheduled to work shall be compensated at a rate greater than one (1) times the employee's regular straight-time hourly rate.

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

**Section 12.6** Company shall install safety devices for the protection of the lives and health of its employees.

**Section 12.7** It is mutually agreed that the efforts of both Company and Union shall be directed to



maintain all equipment and tools in a safe and efficient working order, and that the regulations and safety codes adopted by the Bureau of Labor in the interest of protecting safety and health of industrial workers as they affect this industry shall be strictly observed by both parties.

**Section 12.8** Company shall provide a washhouse at each operation and equip it with a sufficient number of showers, toilets, washbowls and individual lockers. Company will maintain the washhouses with heat, light and plenty of hot and cold running water and keep them in a sanitary condition, and will supply good drinking water in a sanitary manner wherever necessary about the plants or quarries.

**Section 12.9** Company shall equip and maintain an adequately stocked first aid room and first aid kits with first aid supplies. Company agrees to train an employee from each operation and shift to perform first aid work.

**Section 12.10** Company will make every reasonable effort toward the elimination of dust in the plants, and will supply sanitary respirators and hearing protection to all employees needing them.

**Section 12.11** In case an employee believes the supervisor has instructed him to work under hazardous conditions, he shall have the right to refuse to do so, provided, however, he may be assigned to other work pending determination of the alleged hazardous condition. No employee shall be discriminated against for refusing to work under hazardous conditions.

**Section 12.12** Employees will be required to adhere to the Company's Alcohol and Drug Policy (Addendum E) including random testing as agreed to by the Union and Company. It is included as a part of this Labor Agreement and the terms and conditions of this policy shall be subject to the Grievance and Arbitration provisions of this Agreement.

#### **ARTICLE 13 - WORKWEEK-OVERTIME-CALL TIME SHIFT DIFFERENTIAL-PREMIUM PAY**

##### **Section 13.1**

- (a) Except for the ten (10) hour shift schedule outlined in Addendum D, the workweek for all employees shall be eight (8) hours per day and forty (40) hours per week, and the working week shall consist of five (5) consecutive days.
- (b) Continuous shift operations shall be eight (8) or ten (10) continuous hours, as applicable.
- (c) All employees shall have a scheduled working week and shifts and no such schedule shall be changed without at least five days' notice except in cases of illness, accident, bereavement leave or plant emergency endangering life, property or production.
- (d) When employees working a regular shift are transferred to a different shift, there shall elapse at least a period of eight (8) hours for rest before starting work on a new assigned shift at straight-time rate.
- (e) If work of a higher paid classification is required of an employee, he shall receive the higher rate of pay for the time actually worked on the higher-paid job, but if he is temporarily (one [1] week or less) assigned to a job taking a lower rate (except in cases of emergency or scheduled plant maintenance shutdown) his rate of pay shall not be changed. Changes in pay rates shall be made starting the hour in which the job change is made.

**Section 13.2** Except for the ten (10) hour schedule outlined in Addendum D, time and one half shall be paid for all time worked in excess of eight (8) hours in one (1) day, forty (40) hours in any one workweek and on the sixth day of the employee's assigned workweek. Double time shall be paid for all time worked in excess of twelve (12) hours in one (1) day, provided that, if an employee is being paid the double time rate in accordance with this paragraph, his rate of pay shall not be reduced when his work continues into or overlaps his regular shift. In such event, Company may:

- (a) Instruct the employee to continue to the end of the shift at the double time rate, or
- (b) send the employee home any time during the shift, provided that he is paid straight time for the remainder of the shift. Such employee cannot be called back to work until he has been off duty for eight (8) consecutive hours.

**Section 13.3** No circumstances shall ever result in an employee receiving pay in excess of three (3) times his regular straight-time hourly rate.

**Section 13.4** Except for the ten (10) hour schedule outlined in Addendum D, time worked on Sundays, holidays and the seventh (7th) day of the scheduled workweek shall be paid for as follows:

- (a) Sunday other than sixth (6th) or seventh (7th) day of scheduled workweek.
  - Up to eight (8) hours (scheduled) - One and one-half (1½) times (exclusive of shift differential)
  - Over eight (8) hours - Two (2) times
  - Over twelve (12) hours - Two and one-half (2½) times
- Sunday callouts and Sunday on sixth (6th) or seventh (7th) day of scheduled workweek.
  - Up to eight (8) hours - Two (2) times
  - Over eight (8) hours and up to twelve (12) hours - Two and one-half (2½) times
  - Over twelve (12) hours - Three (3) times
- (c) Holiday other than on sixth (6th) or seventh (7th) day of scheduled workweek.
  - Up to eight (8) hours (scheduled) - Two and one-half (2½) times
  - Over eight (8) hours and up to twelve (12) hours - Three (3) times
  - Over twelve (12) hours - Three (3) times
- (d) Holidays on sixth (6th) or seventh (7th) day of scheduled workweek.
  - Up to eight (8) hours and over eight (8) hours - Three (3) times
- (e) Holiday callouts.
  - Up to eight (8) hours - Three (3) times
  - Over eight (8) hours - Three (3) times
- (f) Seventh (7th) day of scheduled workweek.
  - Up to eight (8) hours - Two (2) times
  - Over eight (8) hours and up to twelve (12) hours - Two and one-half (2½) times
  - Over twelve (12) hours - Three (3) times
- (g) If an employee actually works seven (7) consecutive workdays in the plant workweek (employee's workweek), regardless of the number of hours worked on any workday, the employee shall be compensated by multiplying the classified hourly wage rate by one (1) for each and every hour worked during the seventh (7th) consecutive workday, and this premium shall be paid in addition to whatever compensation the employee is otherwise entitled to receive under any other section of the Agreement, provided, however, that the compensation and premium together shall not exceed three (3) times the employee's regular straight-time hourly rate.

When an employee is required to work in excess of his scheduled hours in any one day, he shall be paid a minimum of one-half (½) hour's time at the applicable overtime rate. Thereafter, an employee working any part of an hour shall be paid for the time actually worked rounded off to the closest one-tenth (1/10) hour increment.

**Section 13.5** (a) The following days shall be considered holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day, day before Christmas Day, and two (2) floating holidays. At the beginning of each calendar year a schedule of observed holidays shall be posted. If any of the foregoing holidays fall on Sunday, the following Monday shall be observed as the holiday. If the holiday(s) fall on Saturday, the preceding Friday shall be observed as the holiday. If a floating holiday is chosen, employees must give Company seven days' notice of such holiday.

(b) An employee meeting the following qualifications shall be paid eight (8) hours' pay at his regular straight-time hourly rate for each of the above paid holidays not worked:

- (1) The employee shall have been employed by Company for at least sixty (60) days worked prior to the holiday; and
- (2) The employee shall have worked his last scheduled working day prior to and his next scheduled working day after the holiday, except when his absence is because of his bona fide illness or accident which incapacitates him or when there has been a death in his immediate family. An employee claiming to be excused by one of the above exceptions shall, when requested by Company, furnish a medical doctor's written certificate setting forth the facts in support of his excuse. In any event, the employee must work during the sixty (60) day period immediately preceding the holiday.

(c) Time worked on a holiday shall be paid for in accordance with Sections 13.3 and 13.4 of this article.

(d) If a paid holiday occurs during an employee's vacation, he shall receive holiday pay in addition to vacation pay.

(e) An employee who is ordered to report for work on any of the above paid holidays that is his regularly scheduled workday and who fails to report shall not receive pay under (b) hereof for such paid holiday.

(f) Employees called out for work on holidays on hours other than their normally scheduled hours, or on off days, shall receive holiday callout pay as provided in Section 13.4 of this article for all time worked, with a minimum of four (4) hours at triple time.

Employees called out for work on holidays during their normally scheduled working hours, who work less than eight (8) hours shall be paid at three (3) times their regular straight-time hourly rate for the time worked, with a minimum of four (4) hours at triple time and their regular straight-time hourly rate for the balance of the eight (8) hours not worked.

(g) Employees will be permitted to take the two (2) floating holidays in increments of eight (8) hours or four (4) hours. In any event the employee must have seven (7) day advanced approval, unless an unforeseen situation prohibits such advanced notice. Approval of such requests is at the sole discretion of the Company and shall not be the subject of any grievance.

Definition of a callout for work on a holiday:

A call or notification by management for an employee to report for work on a holiday during his normally scheduled hours, but not including off days, without at least twelve (12) hours' prior notice.

Definition of reporting for work on a holiday:

Reporting for work by an employee on a holiday during his normally scheduled hours, but not including off days, subsequent to receiving more than a twelve (12) hours' prior notice from management to so report or having been normally scheduled to report. Employees reporting for work on holidays will be guaranteed eight (8) hours' pay at two and one-half (2½) times their regular straight-time hourly rate, except in those instances where the employee requests and is granted relief from working the holiday.

(h) An employee who is scheduled to work on a holiday but who is thereafter instructed not to report for work less than five days in advance of the holiday shall receive as payment for the holiday that which he would have received had he actually worked as scheduled.

**Section 13.6** Any employee who is required to report to work on his scheduled shift without having been notified twelve (12) hours in advance that there is no work for him shall receive no less than four (4) hours' pay at his regular straight-time hourly rate.

**Section 13.7 (a)** All employees scheduled on the day shift shall be paid at the regular straight-time

hourly rate.

- (b) All employees scheduled to work on the swing shift shall be paid at the regular straight-time hourly rate plus 4.0 percent of the machinists' regular straight-time hourly rate.
- (c) All employees scheduled to work on the midnight shift shall be paid their regular straight-time hourly rate plus 6.0 percent of the machinists' regular straight-time hourly rate.
- (d) Payment for overtime work shall be based upon the regular straight-time hourly rate including the proper shift differential in accordance with the foregoing.
- (e) Shift differential shall apply as follows:
  - \* Day shift = All work starting between the hours of 2:00 am and 9:59 am
  - \* Swing shift = All work starting between 10:00 am and 5:59 pm
  - \* Midnight shift = All work starting between 6:00 pm and 1:59 am

**Section 13.8** An employee called to perform work before or after but not continuous with his assigned work shift shall be paid a minimum of four (4) hours at the applicable overtime rate or for hours worked at the applicable overtime rate, whichever is greater.

**Section 13.9** Employees assigned to relief shifts shall receive the highest shift differential rate for all shifts worked in the scheduled workweek.

**Section 13.10** No employee on a job which is operated more than one (1) shift per day shall leave his job at the conclusion of his shift without the approval of his supervisor if there is any cause whatever to believe that his relief is physically not fully capable of performing the duties of the job on that particular shift.

**Section 13.11** Employees will not be required to work in coolers and/or other equipment until such equipment has been reasonably cooled so as not to endanger the employees' safety.

It is recognized that there occasionally may be unusual circumstances where the employee may be exposed to extreme conditions. The employee will be paid one (1) times his regular straight-time hourly rate during the time he is working under such conditions in addition to whatever compensation he is otherwise entitled to receive under this Agreement. Above premiums shall not be construed as a substitution for safety but as premium pay for the discomfort of working under these unusual circumstances.

Shop steward, with the Departmental Manager and as needed the Safety Director, shall decide if dust, hot or adverse conditions apply. If they cannot mutually agree then the Plant Manager shall decide. Any decision is subject to the Article 14 procedures.

**Section 13.12** When the leadman is absent from work and when an employee is designated by Company to replace him, the employee so designated shall receive the leadman's rate during such time.

**Section 13.13** No employee shall be required to work more than five (5) hours without time for a lunch period.

- (a) Except for the ten (10) hour shift schedule outlined in Addendum D, any employee who works more than ten (10) consecutive hours, regardless of whether such hours are scheduled or unscheduled, shall be provided with a hot lunch which shall be eaten at the end of said ten (10) consecutive hours. Any employee who works in excess of fourteen (14) consecutive hours shall be provided with an additional lunch, and lunches will be furnished at the end of every four (4) consecutive hours worked thereafter.
- (b) Any employee who is called out and works more than four (4) consecutive hours shall be provided with a hot lunch which shall be eaten at the end of said four (4) consecutive hours. In addition, said employee shall be provided with a hot lunch every four (4) consecutive hours worked thereafter.

There shall be no duplication of hot lunches under provisions (a) and (b) above. The employee shall be given reasonable time to eat his lunch without loss of pay.

**Section 13.14** An employee should receive at least eight (8) consecutive hours off work within the fourteen (14) consecutive hours immediately preceding the start of his next scheduled shift. In the event an employee does not receive eight (8) consecutive hours off work within the fourteen (14) consecutive hours immediately preceding the start of his next scheduled shift, Company shall exercise one (1) of the following options:

- (a) Instruct the employee to report late for his next scheduled shift by the number of hours his longest consecutive off duty period falls below eight (8) hours and pay the employee the appropriate straight-time rate for those hours not worked between the starting time of his scheduled shift and the time he reports to work in accordance with Company's instructions. The appropriate straight-time rate, for purposes of this subsection (a) only, on the workday Sunday shall be one and one-half (1½) and on a recognized holiday two and one-half (2½).
- (b) Instruct the employee to report to work at the starting time of his scheduled shift. The employee shall receive a premium for those hours worked which, if added to his longest consecutive off duty period, equal eight (8) hours. The premium shall be determined by multiplying the classified hourly wage rate by one (1). The premium shall be in addition to whatever compensation the employee is otherwise entitled to receive under any other section of this article.

**Section 13.15** If an employee does not work a regularly scheduled workday through action of Company, excused absence or because of a holiday, that day shall be considered as actually a day worked for all overtime purposes.

**Section 13.16** Employee shall obtain and put away tools and other equipment and clean up same on Company time.

Company shall furnish all tools and equipment for its employees except to repairmen and other skilled trades, in which case these employees shall furnish their own hand tools from a list specific to the employee's position and, in case of breakage or loss, wherein employees of Company are responsible for such breakage or loss, Company will replace or repair such tools. Company will not replace tools lost or stolen from unlocked tool lockers.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE**

**Section 14.1** All employee or Union grievances shall be reduced to writing and presented within five (5) calendar days of the occurrence of the event giving rise to the grievance in the following manner.

Any employee having a complaint or grievance over seniority shall present it in accordance with the grievance procedure within five (5) calendar days of the event giving rise to the complaint or grievance. Because the application of seniority affects the relations of employees among themselves as well as with Company, all questions, disputes and grievances involving seniority shall be settled by Company and Union under the terms of this Agreement.

- (a) The employee or shop steward and the immediate supervisor shall first discuss the grievance. If a satisfactory settlement cannot be reached within two (2) working days, then
- (b) The grievance shall be presented to the shop steward or Union Representative and the superintendent. Failing resolution within seven (7) calendar days after the grievance has been submitted to them, then
- (c) The Union Representative and Company Representative shall make every effort to settle the grievance. If resolution is not reached within fifteen (15) working days after the grievance has been submitted to them, then the grievance may be presented to
- (d) An arbitrator provided the matter is properly referred to arbitration within thirty (30) calendar days of the date the parties are unable to agree. The Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names to the parties, from which an arbitrator shall be selected by the process of striking names. The decision of the arbitrator shall be final and binding on all parties concerned. The expense of the impartial arbitrator shall be borne equally by Company and Union. It is agreed that the arbitrator shall have no authority to add to, alter or amend this Agreement.

**Section 14.2** Company may at its option present grievances. Grievances presented by Company shall be in writing and handled in the following manner:

- (a) The Union Representative and Company Representative shall make every effort to settle the grievance. If a satisfactory resolution is not reached, then the grievance may be presented to an arbitrator provided the matter is properly referred to arbitration within thirty (30) calendar days of the date the parties are unable to agree. The Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names to the parties, from which an arbitrator shall be selected by the process of striking names. The decision of the arbitrator shall be final and binding on all parties concerned. The expense of the impartial arbitrator shall be borne equally by Company and Union. It is agreed that the arbitrator shall have no authority to add to, alter or amend this Agreement.

**Section 14.3** In the event of discharge of an employee, the individual shall leave the premises of Company immediately. If the employee feels that he has been unfairly treated, he shall notify the shop steward. Union shall present the grievance as provided in Section 1 of this article not later than three (3) working days after the employee's discharge, otherwise it shall be considered as waived.

**Section 14.4** When any grievance has been referred to conciliation or arbitration for resolution, except where the grievance is a discharge, the provisions and conditions prevailing prior to the time such grievance arose shall not be changed or abrogated until the decision is rendered.

#### **ARTICLE 15 - WAGES**

**Section 15.1** There shall be attached hereto as Addendum "A" a list of classifications with the effective wage rates which shall become part of this Agreement.

#### **ARTICLE 16 - GROUP INSURANCE, PENSION, SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB), LIFE INSURANCE, ADDITIONAL LIFE INSURANCE, ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) and FLEXIBLE SPENDING PLAN**

**Section 16.1** During the term of this contract, eligible employees will be extended an opportunity to obtain health, dental, vision, life insurance, accidental death and dismemberment, and additional life insurance under available plans for active employees subject to all provisions, limitations and legal considerations contained in open enrollment documents, plan documents and Summary Plan Descriptions. Terms and provisions of the plans are subject to changes and modifications as deemed appropriate in the best interest of the plans and/or plan participants and will be in compliance with applicable federal or state legislation. Such changes will apply to all Ash Grove Cement Company employees, both salaried and bargaining unit employees. The Pension Plan for Hourly Employees and the Supplemental Unemployment Benefit Plan (SUB) dated August 1, 2004, between the parties shall remain in effect and is made a part hereof and incorporated herein by this reference.

Employees participation in the Company sponsored Ash Grove Cement Company Pension Plan for Hourly Employees at Durkee, Oregon, hereinafter called the "Ash Grove Wage Retirement Plan" "The Plan" which Plan is incorporated by this reference into this agreement and made apart hereof. The Company agrees to furnish a copy of the Summary Plan Description to the Union and copies can be obtained by employees in the plant office.

The monthly pension factor for future normal and disability retirements:

**Effective 1/1/2020 -- \$39.00**

**Effective 1/1/2021 -- \$39.50**

**Effective 1/1/2022 -- \$40.00**

**Effective 1/1/2023 -- \$41.00**

Effective upon ratification each employee retiring during the life of this Collective Bargaining Agreement will be eligible for grow-in (grow-in means that employees retiring during the term of the Agreement will be eligible for increases as they occur, limited to the term of this Agreement). The grow-in provision in this agreement will expire upon expiration date of the agreement.

**Section 16.2** Such Agreements shall be subject to any and all laws applicable to the subject matter. If any clause, sentence, paragraph or section of any such Agreement is found or determined to be in violation of any existing law or law hereafter passed, then the parties agree to modify such language in order that it may conform to the law.

#### **ARTICLE 17 - STRIKES AND LOCKOUTS**

**Section 17.1** During the life of this Agreement, Union will not cause a strike, boycott or production stoppage of any kind, nor will any employees take part in a strike, boycott, intentional slowdown in the rate of production or in any manner cause interference with or stoppage of Company's work, provided Company follows the grievance procedure set forth in Article 14. Company agrees that there shall be no lockout during the life of this Agreement, provided Union and employees follow the grievance procedure set forth in Article 14.

#### **ARTICLE 18 - JURY DUTY**

**Section 18.1** Any regular employee (as distinguished from a probationary employee) required to perform jury duty and who serves jury duty on a day he is scheduled to work shall be excused from work on that day. Any employee reporting for jury duty who is released, shall, as soon as possible, contact their supervisor or a representative of the Company regarding instructions on reporting for work. Company shall pay the employee the difference between the amount received for jury duty and eight (8) hours at his regular rate of pay, plus shift differential if involved.

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

#### **ARTICLE 19 - BEREAVEMENT PAY**

**Section 19.1** An employee upon the notification of the death of the following immediate family member(s): father, mother, spouse, son, daughter, brother, sister, stepfather, stepmother, stepson, stepdaughter, mother-in-law, father-in-law, brother-in-law, son-in-law, daughter-in-law, sister-in-law, employee's grandparents, spouse's grandparents, employee's or spouse's grandchildren, shall upon application therefore be granted a maximum of three (3) consecutive scheduled working days (to a maximum of twenty-four (24) hours) off with pay. Bereavement days must be scheduled work days, and to be eligible for a maximum of three (3) days, must include the day of the funeral / memorial service as one. Scheduled working days which either immediately precede or follow the date of the funeral / memorial service shall constitute the remaining two eligible bereavement days. These days are payable only if the employee actually attends the funeral / memorial service. Payment by Company for such time lost shall be on the basis of eight (8) hours per day of the employee's regular straight-time hourly rate, including shift differential. If one of the days includes a day in which the employee would otherwise be compensated (i.e., holiday, workers' compensation or sickness and accident benefits) there shall be no duplication of pay and no basis for extending the bereavement period.

**Section 19.2** The definition of a brother-in-law and sister-in-law as used herein: brother-in-law is defined to mean (1) the brother of one's husband or wife, (2) the husband of one's sister, (3) the husband of the sister of one's spouse, and sister-in-law is defined to mean (1) the sister of one's husband or wife, (2) the wife of one's brother, (3) the wife of the brother of one's spouse.

#### **ARTICLE 20 - MILITARY RESERVISTS**

**Section 20.1.** Active employees with one year of seniority who are in the reserve of any branch of the military service, including the National Guard, who are required to attend summer encampment as part of their required reserve obligation shall receive from Company the difference between the amount of pay received for such summer encampment and their regular straight-time hourly rate of pay, limited to a maximum of two weeks (80 hours) per calendar year.

**Section 20.2** Any employee covered by this Agreement who enters the armed forces of the United States shall be entitled to reemployment in the cases specified in, and with such status and rights as the employer may be required to give him under, the provisions of the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

## ARTICLE 21 - NO DISCRIMINATION

**Section 21.1** Company and Union agree that they will not discriminate in any manner against any employee because of age, race, color, religion, sex or national origin or union affiliation. Any employee who claims that the Company has violated or is violating the provisions of this Article or the provisions under any state or federal anti-discrimination law, may process such a claim under the grievance procedures of this Agreement. The parties agree to comply with the Americans with Disabilities Act (ADA) provisions in effect, as amended from time-to-time.

## ARTICLE 22 - JOB SECURITY

**Section 22.1** Whenever 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 or more employees Company will give Union reasonable advance notice of same and, upon request by Union, will promptly meet with Union to review and explore the effects of such installation or installations or change or changes upon the working force.

**Section 22.2** Whenever an employee is no longer needed on his regular job as a result of circumstances described in Section 22.1 above, such employee, within seven (7) days after notice, may apply for job or jobs within the bargaining unit on which an incumbent has less seniority, and for which he could reasonably be expected to qualify within a ninety (90) day on-the-job training period, unless the employee applying for such a job is disqualified due to physical reasons.

**Section 22.3** Employees affected by the application of the foregoing procedure shall have and may exercise the same rights for retention and on-the-job training in accordance with their seniority status.

**Section 22.4** Employees who do not apply for and/or obtain a job in accordance with the provisions of Section 22.3, including employees displaced from their jobs but whose seniority status does not permit them to utilize job retention rights under the provisions of Sections 22.3 or 22.4, will be placed on layoff status with recall rights in line with their seniority status for job vacancies which may thereafter occur.

**Section 22.5** The provisions of Section 22.3 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 22.3.

**Section 22.6** 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 continue 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) calendar 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 22.8 or Section 22.9. Any transfer pursuant to Section 22.8 or Section 22.9 will occur not later than three years after the last day the employee worked. An employee awaiting transfer shall be placed on layoff and shall receive SUB layoff or reduced 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 three-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 normal retirement age may elect layoff until his combined age and years of service equal



normal retirement age 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 or reduced 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. The employee, if otherwise eligible, may elect SUB Termination Benefits in accordance with the terms of the SUB Plan at any time within one year after notice of termination has been mailed to him. An employee other than an employee who is eligible for an immediate pension may elect layoff prior to submitting his application for SUB Termination Benefits and shall receive SUB layoff or reduced layoff benefits provided the eligibility and other requirements of the SUB Plan are met.
- D. If the facilities which have been permanently shut down are reopened by the Company within three years 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 shall repay said Termination Benefits to the SUB Trust Fund or to the Company, whichever was the source of the 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 date he returns to work.
- E. An employee who is not eligible for an immediate pension may elect layoff and shall receive SUB layoff or reduced layoff benefits provided the eligibility and other requirements of the SUB Plan are met. The employment rights of any employee on layoff shall terminate three years after the last day the employee worked and the employee's seniority shall be broken.
- F. An 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 22.7** In the event Company constructs a new plant that will affect the employment status of employees in Company's plant or plants 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 for the highest rated job the employee is capable of performing. Such employee shall transfer with him all 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 new plant.

**Section 22.8** 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 for 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 22.9** Employees transferred from one plant to another as provided in Sections 22.7 22.8 and 22.9 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 \$1,000.00 per employee.

#### **ARTICLE 23 - SAVINGS CLAUSE**

**Section 23.1** If any provision of this Agreement contravenes any state or federal law, it is agreed that such fact shall not invalidate the other provisions hereof, which do not contravene, but such contravening provisions shall be revised to conform to such law, or renegotiated if options are available.

#### **ARTICLE 24 - 401(k) SAVINGS PLAN**

**Section 24.1** The Company extends to Employees covered by this Agreement the Ash Grove 401(k) Savings Plan for Bargaining Unit Employees as set out in the 401(k) SUMMARY PLAN DESCRIPTION. The Plan Administrator shall administer the Plan in accordance with the Plan documents and applicable law.

**Section 24.2** The 401(k) Savings Plan is a defined contribution plan which could be affected by governmental changes to applicable ERISA or tax laws. Therefore, the Company reserves the right to amend, alter, revise or terminate any and all provisions of the Plan at any time. However, (1) during the term of the Labor Agreement between the parties the Company has agreed to and will make the agreed to Company matching contributions as provided for in the Plan, and (2) subject to the vesting and other requirements of the Plan the matching contributions made by the Company, as well as all contributions made by the Employee, shall remain the property of the Employee.

**Section 24.3** Neither Company action respecting said Plan nor any disputes relating to said Plan shall be subject to the grievance or arbitration procedures under this Agreement.

#### **ARTICLE 25 - DURATION, CHANGES, RENEWAL**

**Section 25.1** This Agreement shall take effect August 1, 2019 and shall remain in effect to and including July 31, 2023. It shall continue in effect from year to year thereafter from August 1 through July 31 of each year unless changed or terminated in the manner later provided herein.

Each new wage agreement may be retroactive to a date, if any, agreed to by the parties hereto.

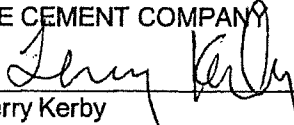
**Section 25.2** Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) calendar days prior to August 1, 2023, or August 1 of any year thereafter. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

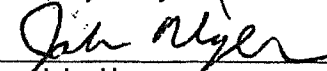
**Section 25.3** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event of the sale or lease of Company or the event Company is taken over by sale, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Company shall give notice of the existence of this Agreement to any purchaser, lessee, assignee, etc., of this Agreement. Such notice shall be in writing with a copy to Union not later than the effective date of sale.

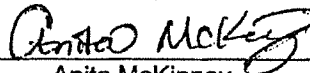
**Section 25.4** In case state or federal legislation limits the maximum number of hours to less than herein specified, the employees shall not be limited to the wage scale attached to this Agreement and may reopen the wage scale for further negotiations.


IN WITNESS WHEREOF the parties have executed this Agreement this 1st day of August 2019.

ASH GROVE CEMENT COMPANY

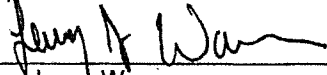
By   
Terry Kerby

By   
John Unger

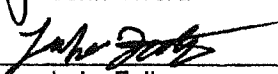
By   
Anita McKinney

By   
Mike Murff

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
DISTRICT NO. W24, WILLAMETTE LODGE  
NO. 63, AFL-CIO

By   
Larry Warren

By   
John Olvera

By   
Luke Folke

Note: It is understood by the parties that references to days throughout the agreement unless specifically identified otherwise, will be interpreted to mean calendar days.

**ADDENDUM "A"**

**JOB CLASSIFICATIONS AND WAGE SCALES**

Wage Rate per Hour

**IAMAW**

	<u>7/1/19</u>	<u>8/1/20</u>	<u>8/1/21</u>	<u>8/1/22</u>
<b>Mechanical Leadman</b>	<b>\$33.88</b>	<b>\$34.90</b>	<b>\$35.95</b>	<b>\$37.03</b>
<b>Machinist</b>	<b>\$32.40</b>	<b>\$33.37</b>	<b>\$34.37</b>	<b>\$35.40</b>
<b>Welder/Repairman</b>	<b>\$32.40</b>	<b>\$33.37</b>	<b>\$34.37</b>	<b>\$35.40</b>
<b>Plant Oiler</b>	<b>\$30.99</b>	<b>\$31.92</b>	<b>\$32.88</b>	<b>\$33.87</b>
<b>Shop &amp; Repairman Helper</b>	<b>\$28.68</b>	<b>\$29.54</b>	<b>\$30.43</b>	<b>\$31.34</b>

The rate of pay for apprentices shall be increased proportionally with the journeyman's rates until reaching the percentages required by the state regulation in effect. Then such percentages shall be used.

In the event an oiler is assigned to a shift to work as a repairman, he shall be paid at the repairman rate for that shift.

The Company may hire temporary summer employees from May 1 through September 30th of each year, and also during the last two weeks of the year, if necessary. These temporary jobs will be offered first to eligible college students. Their rate of pay shall be \$3.00 under the prevailing rate for Shop and Repairman Helper. Temporary employees will not accumulate seniority, have bidding rights or be eligible for Company benefits. If a union security clause exists in the Labor Agreement temporary employees will be required to abide by it.

Employees requested to work out-of-town requiring an overnight stay shall receive a \$.50 per hour premium for all hours worked while out-of-town.

On or about August 1, 2008 all employees covered under this agreement will be required to participate in the direct deposit program. The Company agrees to provide employees with information and/or conduct informational meetings to explain this program. Employees hired after ratification shall automatically be enrolled in the direct deposit program. With this change the Company will no longer distribute pay advices at the plant. Employees may choose to have them mailed directly to their home or receive none at all and have the ability to view payroll information on line (Ulti-Pro).

## **ADDENDUM "B"**

The job descriptions for the classifications of machinist, welder/repairman and shop and repairman helper are as follows:

### **IAMAW**

#### **Machinist**

Machinist: uses various machine and hand tools to produce replacement parts and new parts for mechanical equipment, and who carries through to completion the construction and repair of all types of machines and mechanical equipment, and who understands blueprints and written specifications; uses skillfully all machinist's hand tools, including scrapers, chisels, files and measuring instruments; operates all machine tools, including lathes, milling machines, planers, shapers and specialized machines that have been developed from them. Possesses knowledge of shop mathematics, the use of charts and tables, the efficient planning of shop work, the dimensions and uses of standard bolts, screws, threads and tapers; must be familiar with the working properties of such metals as aluminum, brass, cast and wrought iron, and various steels, and should be capable of shaping metal parts to precise dimensions within the close tolerances prescribed.

#### **Welder/Repairman**

Welder: fuses or brazes metals together by means of electrical or oxygen-acetylene welding apparatus; starts electrical or gasoline motors driving generators; connects required wire cables for ground and electrode circuits to site of work; adjusts rheostats for proper electrical current; sets up apparatus, including selection of proper pressures, torch and kit sizes.

By training and experience, welder shall be capable of fabricating from drawings metal objects in various metals from sheet, plate, shapes and castings.

Repairs broken or worn metal parts by assembling or replacement of metal; makes suitable welds in any required position.

Has knowledge regarding metals and alloys, preheating, expansion and contraction of metals, types of rods suitable for various metals and alloys, rods for wear resistance, and strength and penetration of welds.

Repairman: repairs and maintains machinery and equipment by replacement of parts, alignment or straightening of parts, assembly of subparts to make complete component parts of machines, babbitting of bearings, placement of machines and equipment by the assembly of the component parts, and, in general, through knowledge and experience, is capable of installing machinery and equipment and keeping an industrial plant's machinery and equipment in good repair.

#### **Plant Millwright:**

The Plant Millwright shall use all available methods of cutting and welding and is knowledgeable in the safe and efficient use of cutting and welding equipment. The Millwright uses this skill and knowledge to affect weld repairs to plant equipment, heat treat metal, general or specific fabrication, and metal forming as required. Welding certification or formal training in welding is encouraged.

Millwright duties will include repair and maintenance of all plant equipment and machinery including, but not limited to, replacing parts, machine troubleshooting, machine placement/removal, component or machinery alignment, component/equipment assembly/disassembly, preventive maintenance duties, general lubrication and inspections, and all mechanical duties or practices required to keep the plant mechanical systems and machinery in good working order.

Millwright duties may also include the construction and installation of new equipment. The Millwright may modify existing plant equipment as directed and machine replacement parts as needed. The Millwright shall have the ability to read and interpret blueprints, charts, tables, written specifications, instructions, warning labels, signs, and similar information. The Millwright shall have the ability to use tools to shape metal parts to precise dimensions within tolerances required. The Millwright should possess the knowledge, skill, and ability to use various machine and hand tools to produce replacement parts and new parts for mechanical equipment and machines.

The Plant Millwright shall have knowledge of basic math including addition, subtraction, multiplication and division and familiarity with the dimensions and uses of standard bolts, screws, threads and tapers. The Millwright must obtain the ability to use plant computer to access warehouse and other maintenance information. The Millwright must have the ability to safely and effectively use hand tools, shop tools, machine tools, and mobile utility equipment.

The Millwright will perform duties as required to inspect, evaluate and collect preventative/predictive maintenance data and other job duties as assigned by the Maintenance Lead Man or Maintenance Supervisor and observes all safety rules plus keeps work areas and equipment clean and orderly.

#### **Shop and Repairman Helper**

Shop and Repairman Helper: assists another worker by performing specific or general duties, usually of lesser skill, such as keeping a worker supplied with materials, tools and supplies, cleaning working area, machine and equipment; performing routine machine operations, such as feeding or unloading machine; and assisting worker by holding materials or tools.

#### **Plant Oiler**

Monitors lubricant levels in fixed equipment. Conducts oil and lubricant changes on fixed equipment as needed. The Plant Oiler maintains adequate oil, grease, and filter inventories and must order supplies as needed using the plant purchasing system. The Oiler must use the computerized maintenance management system to access work orders, work history, and PM information. He must input data directly from either a computer work station or via the use of hand-held PDA devices.

In addition, when required duties will include repair and maintenance of plant equipment and machinery, including but not limited to replacing parts, machine troubleshooting, machine placement/removal, component or machinery alignment, component/equipment assembly/disassembly, preventive maintenance duties, condition monitoring practices, general lubrication and inspections, and all mechanical duties or practices required to keep the plant mechanical system and machinery in good work order. The Oiler should be knowledgeable in the safe and efficient use of cutting and welding equipment.

#### **Mechanical Leadman:**

The Leadman monitors daily work assignments and reports project status to Maintenance Supervisor while adding expertise and leadership where appropriate. Orders materials for upcoming work projects as needed. Plans and assigns daily maintenance activities and ensures resources, tools, and materials are available when needed. Troubleshoots equipment problems and provides guidance on repair strategy. Inspects and repairs existing plant equipment and performs routine and preventive maintenance as needed. The Leadman may be called on to assist with personnel training on repair practices, shop tools and techniques. The leadman will often be expected to fulfill the duties and requirements of the Plant Millwright functions when engaged in the leadman role. The Leadman performs other duties as assigned by the Maintenance Supervisor and observes all safety rules in keeping work areas and equipment clean and orderly.

The Leadman must have a thorough knowledge of plant safety and lockout procedures and the ability to comply with all plant rules. The Leadman must exhibit a high level of leadership, problem solving, and communication skills. The Leadman must have expertise in the plant process and troubleshooting skills to guide other maintenance workers, and have the ability to use the plant computer to access warehouse and maintenance information.

**ADDENDUM "C"**

**LETTERS**

August 1, 2008

Shop Stewards  
IAM Local 63  
P. O Box 287  
Durkee, Oregon 97905

Gentlemen:

This letter addresses the issue of a side agreement to the policy pertaining to job assistance.

As in the past, during periods of kiln shutdowns other bargaining unit employees, in addition to the Machinists, may be used to assist the Machinists in a Shop and Repairman Helper capacity and they shall be paid the Shop and Repairman Helper rate.

Since this is a continuation of our past policy on this matter, I trust this letter addresses this issue satisfactorily.

Sincerely,

Terry Kerby  
Plant Manager

August 1, 2008

Shop Stewards  
IAM Local 63  
P. O Box 287  
Durkee, Oregon 97905

Gentlemen:

This letter addresses the issue of a side agreement to the proposed safety boot policy. We will honor special safety shoe needs for current and future employees under the following conditions: The cost does not exceed \$50 above the negotiated rate for shoe reimbursement; a physician has requested in writing that an employee obtain a special safety shoe for a specific medical reason and that the shoe need structural changes to meet the employees medical requirements.

I hope this addresses the special shoe allowance issue satisfactorily.

Sincerely,

Terry Kerby  
Plant Manager

August 1, 2008

Shop Stewards  
IAM Local 63  
P. O. Box 287  
Durkee, Oregon 97905

Gentlemen:

This letter is to address two issues of concern to the membership of the Unions with the revised Alcohol and Drug Policy, specifically opened alcoholic beverage containers and female employee searches.

The revised Alcohol and Drug Policy addresses the unopened alcoholic beverage container, however the memberships fear is that the opened empty alcoholic beverage container innocently thrown into the back of a pickup will be used indiscriminately to single out individuals for blood, breath or urine tests. This is not the intent of the policy and I can assure you that opened alcoholic beverage containers in themselves will not be construed as requisite evidence to have an employee submit to blood, breath or urine tests. When sufficient evidence to conclude that reasonable suspicion exists, then an opened alcoholic beverage container may contribute to the evidence supporting the position to send the employee for a blood, breath, or urine test.

Female searches are not directly addressed in the revised Alcohol and Drug Policy, however it is understood by management that a search conducted by a male member of management on a female employee could and most probably would result in a sexual harassment suit. The position that the Company takes concerning female searches is that a female member of management or a female management representative will conduct the search when the female employee consents to such a search.

I hope this letter satisfactorily addresses the two issues of your membership.

Sincerely,

Terry Kerby  
Plant Manager



August 1, 2008

Shop Stewards  
IAM Local 63  
P. O Box 287  
Durkee, Oregon 97905

Gentlemen:

This letter addresses the issue of a side agreement to the policy pertaining to pay for Company sponsored training away from the plant.

When the Company requires such training, employees will be paid at their straight time hourly rate for the hours involved in the training, including travel to and from such training, except (a) where such time exceeds forty (40) hours in a week or (b) the combination of actual time worked, travel and training exceeds forty (40) hours in a work week. In these two exception situations, the appropriate overtime premium will apply.

Employees will be compensated for actual travel time to training activities as established by the Company. When such time involves air travel the Company will pay a reasonable time from home to the airport and back from the airport plus travel time per airline flight schedules.

Employees electing to extend their trip with scheduled vacation or other allowed time off shall not be compensated for return travel time.

Where an employee has questions concerning these training activity pay practices, it is incumbent on the employee to discuss such travel and training pay questions with the Company prior to departing for training.

I trust this letter addresses this issue satisfactorily.

Sincerely,

Terry Kerby  
Plant Manager

Memorandum of Understanding  
Between  
Ash Grove Cement Company  
And  
International Association of Machinists and Aerospace Workers  
District Lodge No. W24  
Willamette Lodge No 63, AFL-CIO  
Dated 7/18/2012

The parties agree that non-IAM&AW bargaining unit employees may open or remove inspection doors and hatches in order to ascertain issues in the process stream that are affecting production. The parties further agree that using tools to connect or disconnect propane fittings used in winter heating and thawing activities is allowed as is work for setting up BBQ systems for plant parties, etc.

**ADDENDUM "D"**

**Memorandum of Understanding  
Between  
Ash Grove Cement Company  
And  
International Association of Machinist and Aerospace Workers  
District Lodge No. 24  
Willamette Lodge No. 63, AFL-CIO**

The following Memorandum of Understanding (MOU) between the International Brotherhood of Electrical Workers, Local #112, International Association of Machinist and Aerospace Workers District Lodge No.24

Willamette Lodge No. 63, AFL-CIO and Ash Grove Cement Company serves as a side agreement between the parties and is not intended to modify, alter or change any existing language of the Collective Bargaining Agreement, unless so noted in this MOU. The MOU addresses a request from employees to work a four day ten hour workweek while allowing the Company greater opportunity to meet production / maintenance requirements. The following amendments to the Collective Bargaining Agreement are intended for the sole purpose of implementing 10-hour workdays only. It is not the intent of either party to otherwise modify contract language or to change other recognized practices, unless necessary to implement this agreement or as a result of implementation of this agreement it deemed necessary to meet staffing requirements. Nothing in this MOU or any other understanding limits the Company with complying with the negotiated provisions of the Collective Bargaining Agreement, as necessary to meet current and future staffing requirements.

**Article 8 – Leave of Absence and Meetings**

**Section 8.5**

Paragraph one and two to read "multiplying ten (10) hours, not to exceed forty hours (40) in one week at his regular classified..."

**Article 13 – Workweek – Overtime – Call Time – Shift Differential – Premium Pay**

**Section 13.1**

- (a) The regular workweek will be ten (10) hours per day, forty hours per week and four (4) consecutive days.
- (b) Continuous shift operation shall be ten (10) continuous hours.
- (d)....employees shall eat "on the run" in connection with their continuous ten (10) hour work

**Section 13.2**

"Time and one half shall be paid for all time in excess of ten (10) hours...."

**Section 13.3**

No circumstances shall ever result in an employee receiving pay in excess of three (3) times his regular straight-time hourly rate.

**Section 13.4**

- (a) Sunday other than fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of scheduled workweek.
  - \* Up to ten (10) hours (scheduled) – one and one half (1 ½) times
  - \* Over ten (10) hours – two (2) times
  - \* Over twelve (12) hours- two and one-half (2 ½) times
- (b) Sunday callouts and Sunday on fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), or seventh (7<sup>th</sup>) day of a scheduled work week.
  - \* Up to eight (8) hours – Two (2) times
  - \* Over eight (8) hours- Two and one-half (2 ½) times
  - \* Over twelve (12) hours- Three (3) times

- (c) Holidays – Two and one-half ( 2 ½ ) times  
(Other than fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of scheduled work week)  
\* Up to ten (10) hours (scheduled) - Two and one-half (2 ½) times  
\* Over ten (10) hours - Three (3) times

- (d) Holidays on fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of scheduled workweek.  
\* All hours worked - Three (3) times

**Holiday Callouts**

- \* All hours worked - Three (3) times

**Seventh (7<sup>th</sup>) day worked of scheduled workweek.**

- \* Up to eight (8) hours – two (2) times  
\* Over eight (8) hours and up to twelve (12) hours – two and one-half (2 ½) times.  
\* Over twelve (12) hours – three (3) times

- (g) If an employee actually works seven (7) consecutive workdays in the plant workweek (employee's workweek), regardless of the number of hours worked on any workday, the employee shall be compensated by multiplying the classified hourly wage rate by one (1) for each and every hour worked during the seventh (7<sup>th</sup>) consecutive workday, and this premium shall be paid in addition to whatever compensation the employee is otherwise entitled to receive under any other section of the Agreement, provided, however, that the compensation and premium together shall not exceed three (3) times the employee's regular straight-time hourly rate.

**Section 13.13 Meals**

- (a) Ten (10) hour shift employees shall not receive a hot lunch unless management anticipates the additional work will exceed two (2) or more consecutive hours beyond their regularly scheduled shift which shall be eaten at the end of said ten (10) consecutive hours. Ten (10) hour shift employees working in excess of fourteen (14) hours will be provided with a hot lunch and such lunches will be furnished at the end of every four (4) consecutive hours worked thereafter.

**Section 18.1 Jury Duty**

Company will pay ten (10) hour shift employees the difference between the amount received for jury duty and ten (10) hours at his regular rate of pay, plus shift differential if involved, up to a maximum of forty (40) hours in any one week. Such employees are expected to work on days not needed at court and when released from court early enough to work part of the day. Such employees also shall keep their supervisor informed of their jury duty schedule.

During periods of temporary shutdowns or scheduled shutdowns for plant maintenance, the Company reserves the right temporarily to revert employees covered by this Addendum D to eight (8) hour a day, five (5) consecutive days a week shifts upon five (5) days' notice, except in cases of accident or plant emergency endangering life, property or production. Schedule change penalty shall not apply to situations involving less than five (5) days' notice in cases of accident or plant emergency endangering life, property or production.

Either party may cancel this side agreement for any reason with five days notice. If mutually agreed to by both parties, this side agreement may be extended until the expiration of the Collective Bargaining Agreement.

**SICKNESS AND ACCIDENT (S&A) WEEKLY BENEFITS**

For the purpose of ten (10) hour shifts a daily benefit amount will be established by dividing the appropriate weekly benefit by four (4) and multiplying it by the actual scheduled work days of absence.

**ADDENDUM "E"**  
**ASH GROVE CEMENT COMPANY**  
**DURKEE, OREGON PLANT**  
**ALCOHOL AND DRUG POLICY**

**Introduction**

Ash Grove Cement Company has a vital interest in maintaining a safe and healthful working environment for all of its employees, hourly and salary, and efficiency and productivity in all of its operations. Because of the growing concerns regarding the use of alcohol and drugs in the work place, and their potential impact with respect to employee safety, health, efficiency and productivity, we have developed an Alcohol and Drug Policy covering all employees at all Company operations.

The Company's Alcohol and Drug Policy is based on several important principles. First, all Company employees must be alert and in full possession of their faculties whenever they are in or on Company property. Second, employees should be given an opportunity to seek treatment, counseling and/or rehabilitation for abuse of alcohol and drugs before their performance deteriorates to a point where discipline may be required. Third, while individual employees have the right to make choices regarding the use of alcohol and drugs, they must accept responsibility for these choices and they are subject to disciplinary action, including discharge, for violation of the Company's rules and regulations.

The Company encourages employees who are experiencing problems with alcohol and/or drug abuse to voluntarily seek assistance for such problems through available treatment, counseling and/or rehabilitation programs, and the confidentiality of all records for any employees who seek assistance through such programs will be maintained. Furthermore, the employee's decision to seek such assistance will not be used as a basis for disciplinary action or be used against the employee in any disciplinary proceeding. On the other hand, participation in such programs is not a substitute for disciplinary action. Participation in such programs will not protect the employee from discipline for violation of the Company's Alcohol and Drug Policy, nor will it be used as a basis to abrogate or mitigate future discipline should the employee choose to use alcohol or drugs in violation of the Company's rules.

Alcohol and/or drug testing will be conducted under the Ash Grove Cement Company Alcohol and Drug Policy in accordance with the procedures and guidelines set forth below, subject to the terms of any collective bargaining agreements, local plant rules and applicable law. Where Federal, State or Municipal law imposes restrictions on the implementation of this policy, this policy shall be amended to the extent necessary to conform to the requirements of such laws. The Company has established the following specific policies regarding the use, possession, concealment, manufacture, distribution, and sale of alcohol and drugs.

All employees must be free from the effects of alcohol and drugs during scheduled working hours, and when they report for work, as a condition of employment. Drinking alcoholic beverages or using drugs in or on Company property, or working when ability to perform is impaired by alcohol and drugs is strictly prohibited and is grounds for discharge. Possession, concealment, manufacture, distribution, or sale of alcohol or drugs while on duty in or on the Company's property, is prohibited and is grounds for discharge. The Company reserves the right to require an employee to submit to blood, breath or saliva tests to determine usage of alcohol and/or urine tests to determine usage of drugs as provided in Section B below.

If an employee refuses to take an authorized test, he/she will be deemed insubordinate and it shall be conclusively presumed that the employee was impaired by alcohol and/or drugs. The Company also reserves the right to require follow-up alcohol and/or drug testing if it agrees to allow the employee to return to work following disciplinary action for a positive test, 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.

**A. Prohibited Substances/Unauthorized Items/Searches**

Prohibited Substances: Alcoholic beverages and drugs are considered to be prohibited substances in the work place. For purposes of this policy, the term "drugs" includes the controlled substances listed below,

synthetic drugs, and prescription drugs, excepting only: prescription drugs approved by and used in accordance with the directions of the employee's attending physician. Any employee using a prescription drug should consult with his/her physician regarding the effects of the medication in relation to the performance of the employee's job responsibilities, and provide the Company with a written statement from his/her physician advising the Company of any adverse effects on his/her ability to perform his/her duties.

The Company reserves the right to use a 5-panel test or an alternative test panel. The following identifies prohibited substances under a 5-panel test.

1. Marijuana (Cannabinoids)
2. Cocaine
3. Opiates
4. Phencyclidine (PCP)
5. Amphetamines

**Unauthorized Items:** Employees may not have any unauthorized items in their possession while on duty or in or on the Company's property. Unauthorized items include drugs as previously defined, drug paraphernalia and alcoholic beverages and containers.

This policy and rule shall not be construed to prohibit the presence of an otherwise lawfully unopened container of alcoholic beverage in a private motor vehicle which is not used in the business of the Company.

**Searches:** Where management concludes that it has reasonable suspicion that the use, possession, sale and/or distribution of illegal drugs or alcohol is taking place in or on Company property, management retains the right to perform reasonable searches or inspections of employees' work area, lockers, desks, vehicles, and personal effects to determine whether an employee is engaged in such prohibited conduct while in or on Company property. The UNION shall be provided the opportunity to have a representative present during such searches, provided a representative is readily available.

In such a case, the employee will be required to cooperate in the search. Employees who refuse to cooperate will not be forcibly searched, but will be advised that submission to such a search is a condition of employment and that failure to cooperate will result in termination of employment. If the employee again refuses, he/she will be terminated.

Any suspected illegal drugs or alcohol found will be impounded and sealed in a container. The seal will bear the date, names of the persons present, and general description of the item. A receipt will be given to the employee for such seized property. Seized items will be retained in a locked cabinet under the exclusive control of a designated management representative. If possession is transferred, a chain of custody will be established. Management will have an authorized testing laboratory test the substances. If the substances are not illegal or violative of the Company's Alcohol and Drug Policy, they will be returned to the employee in return for a receipt previously provided to the employee.

#### **B. When Alcohol and/or Drug Testing May Be Required**

An employee may be required to submit to appropriate testing (blood, saliva, breath or urine) in the following circumstances:

- (1) When, in the Company's discretion, an employee's performance, physical appearance, and/or attendance record or verified information submitted to the Company creates a reasonable suspicion that the employee is currently using, impaired by, or under the influence of prohibited substances, including alcohol or drugs as defined in Section A above.
- (2) Following a serious or potentially serious accident or incident in which safety precautions were violated, or careless acts were performed by the employee, or in case of injury or property damage where there is reason to suspect that drug or alcohol abuse caused or contributed to the injury or property damage.

- (3) As part of a post job offer medical examination.
- (4) As part of a return to work medical examination when the employee is absent from work for thirty (30) or more calendar days, for any reason, except for vacation.
- (5) 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 for a positive breath, saliva, blood and/or urine test, 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.
- (6) When any prohibited substance, including drugs, an alcoholic beverage, or an unauthorized item is found in an employee's possession (possession includes, without limitation, the employee's person, work area, locker, desk or vehicle).
- (7) Following any arrest for the use, possession, manufacture, distribution, and sale of drugs.
- (8) As part of any random drug testing program.
- (9) In compliance with D.O.T. testing guidelines.

### **C. Who May Require Testing**

Except for tests administered pursuant to subsection B(3), B(4), B(5), B(7), B(8) or B(9) above, the demand for tests shall be made only on the express authority of the employee's highest ranking manager or supervisor on duty, or his/her designee, with the concurrence of another salaried employee.

### **D. Alcohol and Drug Testing Procedures**

(Section D testing procedure applicable to Random testing only)

1. All employees will be randomly selected from a list of current wage and salary employees not on the Random DOT list. (Note: New employees will be added as they are hired to the company random testing list.) The selection process will be a true random selection. In other words, names of all current employees will remain available for selection for all tests.
2. All employees will be required to provide identification at time of testing. If proper identification is not readily available, a member of management can be called on to confirm the identification of the employee.
3. Once a month four (4) names will be selected for testing along with three (3) alternate names. Alternates will be tested only in the event one or more of the four (4) primary selected employees are not at work on the day the test is to occur.
4. All random selections will be done by the collection agency. Ash Grove will provide the agency with the names of employees and the agency will maintain the lists. After arriving on site, the collection agency will present the random list to the Random Drug Coordinator (RDC) and arrangements will be made to locate available employees for testing.
5. Once an employee is notified of their selection for random testing they will be relieved from work and required to present themselves for testing. Any employee, once notified to report for testing and failing to do so, refusing to execute any required consent forms or refusal to cooperate regarding the collection of samples, will be deemed insubordinate and it shall be presumed that the employee is in violation of the Random Drug Policy. In such cases the employee will be subject to immediate discharge.
6. Any employee who is not otherwise subject to disciplinary action under this policy, found in violation under this random testing procedure, shall be provided with one last opportunity for treatment, counseling and rehabilitation options.  
As such, the employee may be required by the Company to enroll in and successfully complete a State of Oregon approved and Company selected inpatient or outpatient drug abuse program, and remain drug free for its duration, as a condition of continued employment or reinstatement with the Company. The Company shall have the following rights in such situations:

- a. Once the employee enrolls in such a program, he/she must submit to any drug tests administered as part of the program and must sign a release of information form allowing the agency running the program to provide periodic progress reports and the results of such drug tests to the Company's designated representative.
  - b. During the period of rehabilitation, each employee will be eligible for benefits under the Company's Sickness and Accident (S & A) program.
  - c. The employee will be required to agree to be subject to future unannounced drug testing at the collection agency's accelerated testing program for a period of up to one (1) year from successful completion of a Company approved program. The employee will be tested not less than two (2) or more than six (6) times during the one year accelerated program.
  - d. If the employee subsequently tests positive for any listed drugs, the employee will be subject to immediate discharge.
7. In all cases the following procedure shall govern the administration of random drug tests:
- a. When a drug test is to be administered, a urine sample will be taken from the employee.
  - b. Urine samples will be collected by the collection agency, under approved procedures designed to ensure the integrity of samples. Urine samples will be sealed and initialed by the employee and a witness. If personnel at the collection site determine that an adulterated sample has been provided, the employee will be required to submit another sample in the presence of collection site personnel of the same sex as the employee or, if no such personnel are available, a company supervisor of the same sex as the employee. Both samples will be submitted for testing and if it is concluded that the initial sample was altered, the employee will be subject to immediate discharge. Collection agent will reduce in writing the reason they felt that an adulterated sample was given.
  - c. Should an employee not be able to give a sample, Federal Regulations will be applied – the employee will be given 3 hours and 40 ounces of fluid. If he/she still cannot give a sample, they will be referred to a medical doctor to determine if a medical reason exists.
  - d. Urine samples will be promptly sent to and tested by a laboratory approved by the Company. Laboratories approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) shall be used.
  - e. An approved chain of custody procedure shall be followed in the administration of all tests. Whatever collection agency or agencies are chosen, appropriated arrangements will be made to coordinate activities with the testing laboratory so as to insure the integrity of the samples to be tested. Urine samples which test positive for listed drugs will be stored at the laboratory for a minimum of one (1) year.
  - f. Initial drug screening shall be conducted using the EMIT or RIA (Immunoassay Techniques) drug testing methods. All positive drug tests shall be confirmed by the GC/MS (Gas Chromatography/Mass Spectrometry) drug testing method.
  - g. An employee required to submit to a urine test must, promptly execute a consent to the taking of samples and the release of test results to the Company's designated representative.
  - h. A legible copy of the laboratory report shall promptly be made available by the Company to the employee and, with the employee's consent, the Union. Any information collected in the process of administering a urine test shall be treated as confidential information and shall be released to the Company's designated representative only on a need to know basis.
8. All test results will be treated as CONFIDENTIAL. If positive, the employee will be given an opportunity to consult with their respective Union representative. If the employee agrees to cooperate and seeks rehabilitation, there will be no disciplinary action. Therefore, the Company will have no obligation to notify or otherwise discuss the matter with the Union. However, in the event the union employee does not properly cooperate or fails to seek proper rehabilitation, where discipline may result, the Company may discuss such with the Union.

The following procedures shall govern the administration of alcohol and drug tests:

- (1) When an alcohol test is to be administered, a breath, saliva or blood sample will be taken from the employee. When a drug test is to be administered, a urine sample will be taken from the employee. (An employee who is afflicted with hemophilia, diabetes, or a condition requiring the use of anticoagulant under the direction of a physician shall be permitted to take a breath or saliva test, in lieu of a blood test, to determine the presence of alcohol in his system.)
- (2) Breath, saliva or blood samples will be collected and witnessed by authorized medical personnel at an outside health-care facility, practitioner's office or collection agency, and in the case of blood samples, will be sealed and initialed by the employee and a witness.
- (3) Urine samples will be collected at an outside health-care facility, practitioner's office or collection agency, under approved procedures designed to ensure the integrity of samples. Urine samples will be sealed and initialed by the employee and a witness. If personnel at the collection site determine that an adulterated sample has been provided, the employee will be required to submit another sample in the presence of collection site personnel of the same sex as the employee (or, if no such personnel are available, a Company supervisor of the same sex as the Employee). Both samples will be submitted for testing and if it is concluded that the initial sample was altered, the employee will be subject to immediate discharge.
- (4) Blood and/or urine samples will be promptly sent to and tested by a laboratory approved by the Company.
- (5) An approved chain of custody procedure shall be followed in the administration of all blood and/or urine tests. Whatever collection site(s) is/are chosen, appropriate arrangements will be made to coordinate activities with the testing laboratory so as to insure the integrity of the samples to be tested. Blood samples which test positive for alcohol and/or urine samples which test positive for drugs will be stored at the laboratory for a minimum of one (1) year.
- (6) Alcohol testing shall be conducted using a single quantitative blood test. (A preliminary breath or saliva test may be used, if a breath test is administered the results shall be confirmed by a second preliminary breath test or another accepted breathalyzer procedure.)
- (7) Initial drug screening shall be conducted using the EMIT or RIA (Immunoassay Techniques) drug testing methods. All positive drug tests shall be confirmed by the GC/MS (Gas Chromatography/Mass Spectrometry) drug testing method.
- (8) An employee required to submit to a breath, saliva, blood and/or urine test must promptly execute a consent to the taking of samples, their analysis related to alcohol and drugs, and the release of test results to the Company.
- (9) A legible copy of the laboratory report shall promptly be made available by the Company to the employee and, with the employee's consent, the Union.
- (10) Any information collected in the process of administering a breath, saliva, blood and/or urine test shall be treated as confidential information and shall be released to other persons only on a "need-to-know" basis.

**E. Positive Drug or Alcohol Tests**

The following cutoff limits will be used to determine whether initial drug screens and confirmation tests are positive for drugs and/or their metabolites:

<u>Substance</u>	Initial (EMIT or RIA) Level <u>ng/ml</u>	Confirmatory (GC/MS) Level <u>ng/ml</u>
Marijuana	50	15
Cocaine	300	150
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Amphetamines	1000	500



When a positive drug test may be the result of use of a prescription drug, the employee will be required to submit proof of the prescription within forty-eight (48) hours of the request to do so, together with a written statement from his/her attending physician approving the use of the drug during working hours. If the prescription and/or the physician's statement is not submitted within the specified time limit, the employee will be subject to disciplinary action under this policy.

The cutoff levels used to determine whether alcohol tests are positive will be working or reporting to work with a blood alcohol content at or exceeding .04, based upon the test result and application of a blood alcohol dissipation rate of .015% per hour.

All positive tests will be reviewed by the MRO. The MRO will determine the validity of the positive result. Results will be released to the employer only after the MRO has reviewed the case and determined the test was positive.

#### **F. Second Opinion Testing**

If a sufficient portion of the initial sample is available for further testing, i.e., at least 2 ml in the case of a blood sample and 20 ml in the case of a urine sample, an employee who tests positive for drugs or is subject to discipline for violation of the Company's alcohol rule may request a second opinion test in accordance with the following guidelines:

- (1) The request must be made to the Company in writing within seven (7) calendar days of the date the laboratory report is provided to the employee.
- (2) The employee must pay the total cost of the second opinion test, including any courier fee, at the time the request is made. If the second opinion test is negative, the Company will reimburse the employee for these costs.
- (3) The second opinion test may be performed at an independent laboratory selected by the employee tested provided said laboratory is SAMHSA approved.
- (4) An approved chain of custody procedure must be followed with respect to the release of the sample(s) to the laboratory which is going to perform the second opinion test, i.e., the sample(s) will only be released directly to the laboratory.
- (5) Except as provided below, all alcohol and drug testing procedures set forth in this policy, including procedures regarding consent forms, shall be strictly observed. However, since some analytes deteriorate during storage, detected levels of drugs below the cutoff limits recognized by the Company, but equal to or greater than the established sensitivity of the assay, shall, as technically appropriate, be considered corroborative of the original positive results.
- (6) The results of the second opinion test will be binding on the Company and the employee.

If the second opinion test is negative, any discipline the employee has received as a result of the initial test will be voided and no further disciplinary action will be taken against the employee. If the second opinion test is positive, the test result cannot be challenged in any forum.

#### **G. Policy Violations**

Employees will be subject to immediate discharge for the first offense in any of the following circumstances:

- (1) Refusal to take any authorized breath, saliva, blood or urine test, or do any acts the Company determines reasonably necessary for implementation of this Policy, including, but not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, refusal to cooperate in a search or refusal to receive this Policy and sign the attached form acknowledging receipt of this Policy.
- (2) Drinking alcoholic beverages or using drugs in or on Company property.

- (3) Possession, concealment, manufacture, distribution, or sale of any prohibited substance, including alcoholic beverages, while on duty in or on the Company's property.
- (4) Working or reporting for work with a blood alcohol content at or exceeding .04, based upon the test result and application of a blood alcohol dissipation rate of .015% per hour.
- (5) Testing positive for drugs and/or their metabolites in any authorized drug test.

Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the Company reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

In cases where an employee receives a disciplinary suspension for having a positive drug test, having a blood alcohol content at or exceeding .04 during working hours, or any other violation of the Company's Alcohol and Drug Policy.

- (1) The Company may require the employee to participate in an approved treatment, counseling and/or rehabilitation program for alcohol and/or drug abuse at the time discipline is imposed. Participation in such programs shall not diminish the Company's right to issue appropriate disciplinary action, to include discharge.
- (2) The Company shall have the right to require the employee to undergo follow-up alcohol and/or drug testing at any time for a period of up to two (2) years as a condition of reinstatement or continued employment.

If an employee is required to enroll in a treatment, counseling and/or rehabilitation program for alcohol and/or drug abuse, his/her continued employment or reinstatement with the Company will be contingent upon successful completion of the program and remaining alcohol and drug free for its duration. In addition, an employee who is required to enroll in such a treatment, counseling and/or rehabilitation program must submit to any alcohol and/or drug tests administered as part of the program, and must sign a release of information form allowing the agency running the program to provide periodic progress reports and the results of such alcohol and/or drug tests to the Company.

If an employee who has received a disciplinary suspension for violation of the Company's Alcohol and Drug Policy tests positive for drugs and/or their metabolites in any subsequent drug test or a subsequent alcohol test reveals a blood alcohol content exceeding .00 during working hours (based upon the test result and application of a blood alcohol dissipation rate of .015% per hour), the employee will be subject to immediate discharge.

In addition to appropriate disciplinary measures, including suspension, which may be taken in response to the incident or course of conduct which gave rise to the test, management reserves the right to decide whether the incident or course of conduct prompting the test is of such a nature that the employee should not be put back to work until laboratory results are received. If such a decision is made, the employee will be suspended without pay. Where the test result is negative, the employee will be reinstated with back pay, for any regularly scheduled straight time hours missed up to the time the Company receives the test results. Suspensions for violating other Company rules will be administered separately from suspensions given while awaiting such test results.

#### **H. Voluntary Alcohol and Drug Rehabilitation**

If an employee who is not otherwise subject to disciplinary action, under this policy, for use of alcohol and/or drugs voluntarily admits that he/she has an alcohol and/or drug abuse problem, the Company will meet with the employee to discuss the various treatment, counseling and rehabilitation options which are available. These options may include allowing the employee to continue working while receiving outpatient treatment, counseling and/or rehabilitation in a Company approved alcohol and/or drug abuse program; or placing the employee on a requested or unrequested medical leave of absence while he/she is receiving treatment, counseling and/or rehabilitation in a Company approved inpatient or outpatient alcohol and/or drug abuse program.

When such an employee voluntarily admits that he/she has an alcohol and/or drug abuse problem, the Company shall have the right to require the employee to submit to breath, saliva, blood or urine test(s) prior to deciding what action is appropriate. No disciplinary action will be taken by the Company against such an employee who voluntarily admits that he/she has an alcohol and/or drug abuse problem, in the manner described previously. However, the Company shall have the following rights in such a situation:

- (1) The employee may be required to enroll in and successfully complete a Company approved inpatient or outpatient alcohol or drug abuse program, and remain alcohol and drug free for its duration, as a condition of continued employment or reinstatement with the Company.
- (2) If the employee enrolls in such a program, he/she must submit to any alcohol and/or drug tests administered as part of the program, and must sign a release of information form allowing the agency running the program to provide periodic progress reports and the results of such alcohol and/or drug tests to the Company.
- (3) The employee may be required to agree to be subject to future unannounced alcohol and/or drug testing, at the Company's discretion for a period of up to one (1) year from successful completion of a Company approved program.
- (4) If the employee subsequently tests positive for any alcohol or drugs, the employee will be subject to immediate discharge.

#### **I. Applicability of Grievance and Arbitration Procedures**

Subject to the provisions of Section F (which provides that the results of the second opinion test will be binding on the Company and the employee), it is understood that any discipline imposed under this Policy is subject to the grievance and arbitration procedures set forth in any applicable collective bargaining agreement. All provisions contained in the collective bargaining agreement dealing with the processing of grievances, the arbitrator's authority, etc., are applicable to grievances relating to discipline imposed under this policy.

#### **J. No Waiver of Legal Rights**

The parties agree that this program shall not diminish the rights of individual employees under state and federal laws relating to drug testing.

### RECEIPT OF THE ASH GROVE CEMENT COMPANY ALCOHOL AND DRUG POLICY DURKEE, OREGON PLANT

I have received a copy of the Ash Grove Cement Company, Durkee, Oregon Plant Alcohol and Drug Policy.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (Printed)

\_\_\_\_\_  
Employee's Signature

I personally issued a copy of the Ash Grove Cement Company, Durkee, Oregon Plant Alcohol and Drug Policy to the above employee. I have instructed the employee to carefully read the Policy and become thoroughly familiar with its contents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

SAMPLE VOLUNTARY CONSENT AND RELEASE OF INFORMATION  
FOR CURRENT ASH GROVE CEMENT COMPANY EMPLOYEES

I, \_\_\_\_\_, have read and understand Ash Grove Cement  
(Print Name)

Company's policy on employee involvement with alcohol, illegal drugs and other controlled substances. I understand the policy is not intended to diminish my rights under state and federal laws relating to drug and alcohol testing. However, I also understand the policy provides if I refuse to take any blood, breath, saliva or urine test, or refuse to do other acts necessary to implement the policy, including refusing to execute any required consent forms or refusing to cooperate in the taking of such samples, that I can be immediately terminated from employment with the Ash Grove Cement Company. By signing below, I hereby consent to the collection of blood, breath, saliva or urine specimens from me, to the testing of such specimens for alcohol, drugs or their metabolites and to the release of test results

by \_\_\_\_\_

(Print name of facility (ies) which draw and/or test specimens.)

to management representatives of Ash Grove Cement Company.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Employee**

Signature: \_\_\_\_\_

**Witness**

Date: \_\_\_\_\_ Time: \_\_\_\_\_



## Appendix A

### SICKNESS AND ACCIDENT (S&A) WEEKLY BENEFITS

Active employees shall be eligible for a weekly Sickness and Accident (S&A) Benefit in an amount equal to thirty (30) times their regular straight time hourly rate, commencing with the first day of disability absence from scheduled work due to a temporary non-occupational injury and the fourth day of disability due to a non-occupational illness provided such fourth day of disability is a regularly scheduled work day for the employee. The maximum weekly benefit is \$230.00. Payment of such benefits will continue up to a maximum of twenty six (26) weeks for any one period of disability absence. If a determination is made that an employee is totally disabled at any time prior to twenty six (26) weeks of S&A payments being made, the employee may be removed from S&A benefits and placed on disability pension, if eligible under the Pension Plan.

Sickness and Accident Benefits shall continue as above except that beginning with the sixth (6th) day of absence from scheduled work due to disability (injury or illness), the maximum weekly benefit shall be \$350.00

A temporary disability absence is a period of time during all of which the employee is under the care of a legally qualified physician, and is prevented from performing the duties of their job because of non-occupational illness or injury and whether or not the employee is confined in a legally constituted hospital as a resident patient.

All successive temporary disability absences of the employee will be considered as occurring during a single period of disability unless separated by at least two weeks of active full-time work with the Company, or the subsequent disability is due to an injury or illness entirely unrelated to the cause of the previous disability and commences after return to active work.

Sickness and Accident Benefits will be paid to the employee during any temporary disability absence for which such benefits are payable. Payment for temporary disability absence of less than five (5) scheduled work-days in a week shall be one-fifth (1/5) of a weekly benefit for each day of absence for which the employee was regularly scheduled to work.

All employees otherwise eligible for Sickness and Accident Benefits are subject to periodic eligibility confirmation examinations by Company selected physicians, at Company expense. In the event the employee is released for work, with or without work limitations, and available work exists, Sickness and Accident Benefits will cease. If the employee elects not to return to work and remains on leave under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), the employee will be placed on unpaid leave status in compliance with the FMLA. Employees may not be required to return to such available work and may continue to receive Sickness and Accident Benefits if the Company determines such available work is not available within such applicable medical limitations.

#### **No Sickness and Accident Benefits shall be payable,**

- (1) for any period of disability during which the employee is not under the direct care of a legally qualified physician (phone contact is not considered as being under direct care), or
- (2) for any disability due to non-accidental self-inflicted injuries, while sane or insane, or
- (3) for disability due to accidental bodily injuries or illness arising out of and in the course of employment by any employer for which benefits are or may be payable under workers' compensation, occupational disease or any similar law, or
- (4) for disability due to disease with respect to which benefits are payable under any workers' compensation, occupational disease or similar law, or
- (5) for situations where there is competent medical evidence from a legally qualified physician, whether or not provided at Company expense, that the employee has been released for work with or without limitations, if the Company determines available work exists, or

- (6) for situations where the employee earns money, wages or receives any other types of compensation as a result of accepting new or expanded employment by others during the period of disability, except in extenuating situations with the knowledge and written consent of the Company. All Sickness and Accident Benefits received during such time of employment shall be immediately repaid in full, upon demand. In addition, the failure to promptly reimburse the Company may result in immediate discharge.

Eligibility for Sickness and Accident Benefits terminates upon termination of employment or upon the employee's retirement.

#### **Miscellaneous**

Notwithstanding anything to the contrary in any Company provided plan, an employee absent from work because of injury or illness, whether such absence is occupational or non-occupational in cause, will be regarded as still in the employment of the Company for the full period of such disability, but not exceeding a maximum period of **six (6) months** with respect to life insurance, medical **vision and dental** benefits, accidental death and dismemberment insurance and sickness and accident benefits.

With respect to sickness and accident benefits, the injured or ill employee will be regarded as still in the employment of the Company during any period for which the employee is eligible for sickness and accident weekly benefits. However, if a determination is made that an employee is totally disabled, at anytime during the **twenty-six (26)** weeks of sickness and accident benefits, the employee may be removed from sickness and accident benefits and placed on disability pension, if eligible under the pension plan.

An employee temporarily laid off will be regarded as still in the employment of the Company for the full period of such layoff, but:

- (1) with respect to all health, **vision** and dental benefits, except sickness and accident benefits, **and life insurance benefits** for a period not exceeding a maximum period of six (6) months;
- (2) with respect to sickness and accident benefits, there will be no such benefits during any layoff.

#### **EDUCATIONAL ASSISTANCE**

The Company will reimburse employees seventy-five (75%) of the costs of tuition and books, up to a maximum of the IRS allowable limit per year, unless a higher amount was previously approved by the Corporate Human Resources Department. Tuition reimbursement may be considered taxable income. Courses to be reimbursed under this program are at the Company's sole discretion. To be eligible for reimbursement: (1) employees shall obtain the prior written approval of the Plant Manager, or Plant Manager's designated representative, to enroll in any such technical courses and (2) employees shall achieve a passing grade of at least 2.0 on a 4.0 scale, a C on a letter scale, or the Plant Manager's or his designated representative prior approval equivalent score on any different scale, to be considered as having successfully completed any such technical courses.

If any employee voluntarily leaves his employment with the Company before a full twelve (12) months elapses after receipt of tuition reimbursement the employee shall repay the Company immediately in full of all the Company's costs paid under this provision. The Company shall be authorized to withhold or offset all or part of any form of compensation otherwise owed to the employee at voluntary termination of their employment to recover all or part of any such costs but the employee shall be responsible for repaying any deficit thereafter remaining.

**From:** [iamsurveyadmin](#)  
**To:** [DataInfoGroup](#)  
**Subject:** SRF-5  
**Date:** Wednesday, February 8, 2023 4:03:06 PM

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**This email is from a sender not in the IAM's email system. Do not click any links or open attachments unless you are expecting this information. If unsure, contact the sender to confirm.**

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**Username:** 5D870CBA-D32F-4F14-85E1-2BB2EB608388  
**Numeric Response ID:** 147647  
**Response GUID:** D4156E8F-68CA-4078-B23E-709C293F4063  
**Survey Start Date:** Wednesday, 08 February 2023 14:37:58  
**Survey Completed Date:** Wednesday, 08 February 2023 16:02:00

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## **IAMAW SRF-5**

### **CONTRACT DETAILS**

Submitted by:

Randy Lill

Submitted by Title:

*(i.e., Business Representative)*

Business Representative

Email Address:

randy@iamw24.org

Employer Industry

Construction & Related Products and Services

Effective Date



08/01/2019

Expiration / Amendable Date

07/31/2023

Sector

Private (Non-Government)

Statute

NLRA

Does the contract contain a provision for ...

Check-Off Dues                      Yes

Check-Off MNPL / MCPL      No

Check-Off Guide Dogs        No

Is this a ...

First Agreement                      No

Master Agreement                  No

Coordinated Bargaining Agreement      Yes

Aerospace (Related)                No

Health Care (Related)                No

Service Contract Act (Related)      Yes

Products Manufactured / Services

Vehicle mechanics

Association (if applicable)

IAM LL 63

Please provide the Government Contract Number

N/A

**IAMAW SRF-5**

**SITE DETAILS**

*If the contract covers more than one site, please provide data for sites individually.*

Employer

Ash Grove

Tradestyle Operation / Division

Cement Company

Former employer name

*If applicable.*

N/A

Work Place Address

33060 Shirttail Creek rd.

City

Durkee

State / Province

Oregon

Zip Code

97905

Reported # of Barg Unit Employees at Site

15

Reported # of IAM Members in Unit at Site

15

Union Status

Dues Required / Agency Fee

Corporate Address (If different from Work Place Address)

Not Answered

Parent Company Name

Not Answered

Ultimate Parent Company Name

Not Answered

NAIC **[FOR IAM S.R. USE ONLY]**

*(To be completed by IAM S.R. Staff)*

Not Answered

District Lodge

W24

Local Lodge

63

Territory / Territories

Western

Does this contract cover other site(s) not yet listed?

No

## **IAMAW SRF-5**

### **WAGE DETAILS**

Average Hourly Wage (\$)

*If the bargaining unit wages are annual salaried classifications, divide the annual by 52 weeks and then by 40 hours.*

\$41.00

Wage Memo

Not Answered

General Wage Increases and/or Lump Sum Payments

Please indicate if \$ or %. If no increase is negotiated, please enter "Zero"

	Effective Date	Category	Amount	Memo
First	01/01/2020	General Wage Increase (\$)	\$39.00/hour	
Second	01/01/2021	General Wage Increase (\$)	\$39.50/hour	
Third	01/01/2022	General Wage Increase (\$)	\$40.00/hour	
Fouth	01/01/2023	General Wage Increase (\$)	\$41.00/hour	
Fifth				
Sixth				

Is there a COLA Clause?

No

If yes, what is the formula?

Not Answered

## **IAMAW SRF-5**

### **OCCUPATION DETAILS**

Occupation(s)

Skilled Trades - Maintenance & Repair

## **IAMAW SRF-5**

### **HEALTH CARE / BENEFITS DETAILS**

Employee Premium Contribution

	Name	Date Rate Effective	Coverage Tier	Amount Type	Amount Frequency Memo
1	Dental Plan	01/01/2020	Family	Dollar (\$)	
2	Health Plan	01/01/2020	Family	Dollar (\$)	
3	Vision Plan	01/01/2020	Family	Dollar (\$)	
4	Dental Plan				
5					
6					
7					
8					
9					
10					

**IAMAW SRF-5**

**EMPLOYEE SAVINGS DETAILS**

	Formula	Contribution Type
1	401(K) / Savings Plan	Employer Matching Contribution
2		
3		

**IAMAW SRF-5**

**PENSION DETAILS**

Penson / Retirement

	Name	Date Rate Effective	Category	Amount Type	Amount Frequency Memo
1					
2					
3					
4					
5					

**IAMAW SRF-5**

**OTHER UNIONS ON SITE**

Name(s)

Not Answered

Memo

Not Answered

**IAMAW SRF-5**

**CONTRACT LANGUAGE DETAILS**

Type(s) of Contract Language

Please select all that apply

Language Limiting Subcontracting  
Neutrality in Organizing

Memo

Not Answered

**IAMAW SRF-5**

**ADDITIONAL COMMENTS AND/OR DETAILS**

Additional Comments and/or Details

I am unsure of the correct response to some questions

**IAMAW SRF-5**

## **UPLOAD CONTRACT DOCUMENT**

Please attached an electronic version of the Contract here.

Labor Agreement- Ash Grove Cement Durkee OR.pdf - 3 MB

[Download File](#)