



United States Government
NATIONAL LABOR RELATIONS BOARD
Region Four
615 Chestnut Street - Seventh Floor
Philadelphia, PA 19106-4404

Telephone: (215) 597-7601
Fax: (215) 597-7658

October 17, 2011

Mr. Frank Bankard
Organizer
International Union of Operating
Engineers, Local 542
1375 Virginia Drive, Suite 100
Fort Washington, PA 19034-3257

Re: Hanson Aggregates BMC, Inc.
Cases 4-CA-33330, 4-CA-33508,
4-CA-33547, 4-CA-34290,
4-CA-34362, 4-CA-34363 and
4-CA-34378

Dear Mr. Bankard,

The Region has determined that Hanson Aggregates BMC, Inc. (Hanson) has complied with the terms of the Board's enforced Order in the above-captioned cases and intends on closing these cases on compliance. Prior to closing these cases on compliance, we are seeking the Union's position on compliance. If the Union has any objections to closing these cases on compliance, please identify any provisions of the Board's enforced Order which the Union believes have not been complied with and for each provision explain why the Union believes that Hanson has not complied. We are requesting that the Union provide its position on compliance and any objections it may have to closing these cases on compliance, *in writing*, by October 24, 2011. If we do not receive a response by October 24, 2011, we will assume that the Union is satisfied with compliance and will proceed with closing these cases.

Very truly yours,


Shane D. Thurman
Compliance Officer

cc:
Louis Agre, Esquire, International Union of Operating Engineers, Local 542,
1375 Virginia Drive, Suite 100, Fort Washington, PA 19034-3257

EXHIBIT # 1



An Independent Licensee of the
Blue Cross and Blue Shield Association

March 12, 2009

Melissa S. Ketterer
Manager, Group Insurance
Lehigh Hanson
Pension & Benefits Department
300 E John Carpenter Freeway
Suite 1645
Irving, Texas 75062

Dear Melissa:

Unfortunately, Highmark is not able to underwrite the Penns Park location. If you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jerry Purcell".

Jerry Purcell
Sr. Executive Client Manager
Highmark, Inc.

cc: Jonah Spivak



**Hanson Aggregates
Northeast Region**

1544 Oakland Avenue
Box 340
Indiana, PA 15701

Tel: 724- 349-0928
Fax: 724-349-0929

April 6, 2009

Mr. Frank Bankard
International Union of Operating Engineers
Local 542
1375 Virginia Avenue – Ste. 100
Fort Washington, PA 19034

Dear Frank:

This is in response to your various recent letters and requests.

Request in letter dated March 2, 2009:

This request pertains to skill points and training. In response to your request I have enclosed an employee list of all employees hired between January 1, 2006 and March 2009 who remained employed for at least 90 days. In addition, I have enclosed all training certificates or records of training, skill point certificates, and seminar certificates in the Company's possession. Also, please find enclosed a list of employees with skill points that would have been earned, both for classroom type training and skill attainment, along with monetary amounts that would have been assigned with those skill points since 2006; skill points obtained by 2004; and total skill points that would have been earned for all employees.

As for your request #2 "All employees who performed any type of work besides their designated position from January 1st 2006 to present", please clarify as this request is vague.

Finally, you accuse me of "evading providing information coherent to this policy". I believe all previous information requests, relative to this subject, to be fully answered. If you believe otherwise, please specify your request.

Letter dated March 20, 2009:

As we have explained on numerous prior occasions, the Company intends to comply with the Board's September 30, 2008 Order. However, your March 20 letter mischaracterizes the requirements of that Order and includes matters outside the scope of that Order and other cases held in abeyance as identified in the Regional Director's February 27, 2009 letter (as corrected). In particular, nothing in the Board's Order requires the Company to "restore conditions as they existed in October 2005" as a general matter. Instead, Paragraph 2(b) of the Order deals with changes implemented on January 1, 2006 (except for the temporary suspension of dental insurance premiums, which ended on December 31, 2005). Therefore, I will interpret your references to "October 2005" to instead refer to January 2006.

ITEM #1: "Restore Health Care coverage as in Health, Dental, Eye and Prescription per all plans as in place of 2005."

ANSWER: Highmark Blue Cross/Blue Shield was the administrator of the Company's health plan in 2005. Please see letters from the Company's Group Insurance Manager to Highmark dated March 8, 2009, and Highmark's response dated March 12, 2009. Highmark is unable to underwrite the coverage in effect in 2005 for the Penns Park facility. This being the case, the Company will maintain coverage comparable to what was in place in 2005 pending ongoing negotiations.

Cigna was the administrator of the Company's dental plan in 2005. We are contacting them to request reinstatement of that plan for the Penns Park group.

ITEM #1, a: "Reimburse any premium increases to employees that made weekly contributions from weekly pay or co-pay per any type of visits as per No. 1."

ANSWER: The Company will comply with the Board's Order including Paragraph 2(d), and as I believe you know, we are in communication with the Region's Compliance office regarding calculations of the amounts at issue in item 1(a) of your letter.

ITEM #2: "Rescind all job promotions made during the above referenced time period and bargain over any promotions or job advancements."

ANSWER: As discussed on April 1, this request is unclear. However, in an effort to resolve this issue, we will provide a list of promotions since January 2006, as well as the position to which the employee would be returned assuming the promotion was rescinded. As we have reminded you on numerous occasions, we intend to bargain regarding all mandatory subjects of bargaining.

ITEM #3: "Rescind and remove from personal records any discipline administered during the period October 2005 to present. Reimburse all employees who were financially harmed for any type of discipline and make whole any loss of benefits and bargain over any discipline which you implemented."

ANSWER: The Company will comply with the Board's Order, including Paragraphs 2(c), (d), and (e), as well as the Amended Remedy on page 4 of the Order. However, the Board's Order does not encompass all discipline administered during the period October 2005 to the present. Further, as you may know, we are in communication with the Region's Compliance office regarding the steps necessary to comply with these provisions of the Board's Order. The Company intends to bargain any proposed changes to the disciplinary policies if requested by the union.

ITEM #4: "Reimburse all employees any lost income that may have resulted in the change of the skill points policy and bargain promotions(s) accordingly to the sill points policy."

ANSWER: The Company will comply with the Board's Order including Paragraphs 2(a), (b), and (d) as they relate to changes in skill points. As you may know, we are in communication with the Region's Compliance office regarding the steps necessary to comply with Paragraphs 2(b) and 2(d) as they relate to skill points, including whether any amounts are owed to employees. As referenced above, enclosed is substantial information regarding skill points during the relevant time period.

ITEM #5: "Restore all work schedules as they existed on October of 2005. Reimburse all employees any pay who suffered reduction of work hours or schedule changes and bargain with the Union before any schedules or hours are changed."

ANSWER: Neither the Board's Order nor any of the cases referenced n the Regional Director's February 27, 2009 letter encompass changes to work schedules. As we have previously explained, the Company has maintained the existing status quo with respect to work schedules. Of course, the Company remains willing to bargain regarding work schedules/hours.

ITEM #6: "Restore and reimburse all employees the allotted paid 15 min. coffee break which was eliminated to all of the unit except lead persons from 2006 to present and bargain before elimination of this paid break."

ANSWER: No changes have been made relative to break practices. Further, this issue is not encompassed by the Board's Order or the Regional Director's February 27, 2009 letter.

ITEM #7: "Bargain all company owned housing which came available on Company property from October 2005 and given to bargaining unit employees without bargaining with the union and reimburse all payments made above company housing cost to bargaining unit members who were eligible for this housing option."

ANSWER: This issue is not encompassed by the Board's Order or the Regional Director's February 27, 2009 letter. As you know, we have provided you with substantial information on this matter and previously discussed this issue at some length. If you would like to discuss further, please let me know.

ITEM #8: "Replace recording time area as was in place in October 2005 and compensate time for relocation of time recording and bargain with the union before removal or placement of time recording devices."

ANSWER: Your request is vague and unclear. Please provide detail and explain your request.

ITEM #9: "Restore break/lunch area(s) as of October 2005 and bargain with the Union before any areas are eliminated or changed."

ANSWER: Neither the Board's Order nor any of the cases referenced in the Regional Director's February 27, 2009 letter encompass any alleged changes to the break/lunch area. In any event, please clarify your request as it appears to be in direct conflict with your #6 above.

ITEM #10: "Restore conditions of Equipment allocated to bargaining unit members as of October 2005 and bargain on any 'New' Heavy Equipment assigned to unit members before allocating 'New' Equipment."

ANSWER: Your request is vague and unclear. Please clarify your request. Further, nothing in the Board's Order or the Regional Director's February 27, 2009 letter addresses "conditions of Equipment" or allocation of 'New' Heavy Equipment.

ITEM #11: "Restore all policies as of October 2005 and reimburse any loss occurred by our unit of any changes made which affected them."

ANSWER: This request is unclear. Please identify any other changes to policies encompassed in the Board's Order or the Regional Director's February 27, 2009 letter (if any) that you request to be rescinded. If you are referring to my answer to your information request and my response through a letter dated February 5, 2009 in which you asked for changes to Company policies, as I informed you, these are Company wide policy changes that were not implemented at Penns Park.

Letter dated March 26, 2009:

This letter is in follow-up to my March 17, 2009 response to your requests.

In your first paragraph you apparently again request locations relative to the Company's CDHP plan. You have failed to provide any relevance for the need for information regarding other Company specific locations. Nevertheless I answered your request with information possessed by the Company. If there is a particular code you would like to have explained, let me know of the relevance of your specific request. Otherwise, we are confirming whether any other information is available responsive to your request.

Secondly you reference the Company's "ability to escalate wages, benefits and any other monetary provision in relations to a formulation of a collective bargaining agreement". This is an odd reference since you are aware of the Company's latest offer to increase wages to all classifications for the next three years. As we have repeatedly explained, the Company has not made and is not making any claim of inability to pay with respect to wages, benefits, or any other proposals. If you have a specific request, let me know.

Next you reference the issue of the contract Preamble. As explained in my March 17 letter, your description of events at negotiations is inaccurate. In any event, in addition to repeatedly informing you of the correct corporate entity at the table for inclusion in the

Preamble, I provided you with confirmation from our Assistant General Counsel, that the correct corporate entity for the Penns Park quarry was already included in the Preamble we tentatively agreed to in 2004, and that it remains unchanged. As we have discussed, the tax documents you reference contain confidential information. However, since you indicated that the basis of that request was to confirm how the Company was identified on a submission to a government agency, I have enclosed a copy of a MSHA Quarterly Mine Employment and Coal Production Report form containing the Company name, which should address your concerns. However, please let me know if you believe this requires further discussion.

Next, you again request specific confidential information regarding the Penns Park facility including debt, costs, profits, sales, revenue, and total operating cost for years 2006 through 2008. As previously stated, the Company has not made and is not making any claim of inability to pay with respect to wages, benefits, or any other proposals. You have not identified any other basis for requesting this information. As you know however, we have provided you with numerous documents related to Lehigh Hanson and Heidelberg Cement finances, as well as specific answers to your individual requests. Let me know if you believe this requires further discussion.

Your next subject appears to be that of payroll deductions. Although that paragraph of your letter is somewhat unclear, and we have in fact provided you with information on this issue in the past, we will certainly discuss any questions or issues on this subject you would like to review.

With regard to Safety Incentive payouts, I provided you with details of incidents disqualifying groups for 2008. I also informed you there was no safety dinner provided because no one qualified for the award. We therefore decline your request for payment of \$75.00 and letters to employees. I will once again repeat, there has been no change in the safety incentive plan at Penns Park since the union was certified in 2004. Therefore, your claim that the Company has foregone or refused to bargain over this matter is false. As always, if you have a proposal regarding this matter, we are certainly willing to review and bargain..

Next you inquire regarding Herman Gartner's position. Your original request was whether or not his position was filled when he left the Company. I replied that it was not because he was employed as a Mechanic I and no one was hired to replace that position. If you have some other request related to this subject, please provide specifics.

Finally you request an additional copy of the information I provided you on March 5, 2009 regarding David Gonzalez that you requested through your letter of February 26, 2009. An additional copy of the letter is enclosed. If you are requesting something else, please clarify.

Letter dated March 27, 2009:

This request pertains to a letter received from Highmark requiring the union to execute a "Disclosure Agreement" prior to them releasing information. If you would like to bargain over this requirement, please contact Highmark as I suggested previously. You have their address and contact from the letter. I will follow up with a phone number once it is obtained. As we have already informed you, if the union still wants to obtain such information from Highmark, we are willing to sign Highmark's confidentiality agreement so that they will release the information to you.

October 2004 request :

I have enclosed a copy of the minutes from a safety meeting conducted March 20, 2009.

We believe this to be a full and complete response to the various requests listed above. If you need something else, or would like to discuss, let me know.

Sincerely,



R. Jeffrey Carey
Labor Relations Manager



Hanson Aggregates
7660 Imperial Way
Allentown, PA 18195
Phone 610 366-4627
www.hanson.com

VIA CERTIFIED MAIL, RETURN RECEIPT

October 7, 2010

Michael Murchison
c/o Tasha Bailey
430 W. Ashdale Street
Philadelphia, PA 19120

Dear Michael:

In connection with the Decision and Order of the National Labor Relations Board in *Hanson Aggregates BMC, Inc.*, 353 NLRB No. 28 (Sep. 30, 2008), I am writing to offer you full and unconditional reinstatement to your prior position of employment with Hanson Aggregates BMC, Inc. at the Penns Park facility in the position of Haul Unit Operator, Job Type 072050, Day Shift, at the wage rate of \$15.91, with full seniority, benefits and other terms and conditions of employment intact as if your employment had not terminated on approximately May 1, 2008.

With respect to benefits, a copy of your last enrollment form is attached indicating elections as of the time of your separation from employment, along with a copy of the current Benefit Contribution Schedule; which reflects that rate that was in place in December 2005.

With respect to policies regarding attendance and tardiness, as we have informed the collective bargaining representative (IUOE Local 542), please note that the points-based policy implemented in January 2006 is no longer in effect, and the applicable attendance/tardiness policy is the policy that was in effect as of December 2005. If you have any questions about that policy, you may contact me or your union representatives.

Please contact Len Ewing by October 29, 2010 to discuss this offer and whether you wish to accept it.

Separate and aside from whether you decide to accept reinstatement, please be advised that the Company has rescinded and removed from your employee file the records regarding the following: (a) February 9, 2007 verbal counseling; (b) May 22, 2007 verbal counseling; (c) August 13, 2007 verbal counseling; (d) April 17, 2008 verbal counseling; (e) 9/8/2007 3-day suspension (for days 9/12/07 through 9/14/07); (f) 10/15/07 notes regarding discussion with you concerning attendance/tardiness, and accrual of points and possible discipline under attendance/tardiness policy then in place; (g) 11/10/07 notes regarding discussion with you regarding attendance/tardiness, and accrual of points and possible discipline under attendance/tardiness policy then in place; and (h) separation from employment effective May 1, 2008.

Sincerely,



Mark Kendrick
Vice President/General Manager

cc: Dorothy Moore-Duncan, Esq. ✓
Frank Bankard

Lehigh Hanson
HEIDELBERGCEMENT Group

**2010 Penns Park Union
(Benefit Group PEN542)
Benefit Contribution Schedule**

Description	Monthly	Weekly (48 pay periods)
<u>Medical</u>		
PPO H (PPO A) Single	\$95.00	\$23.75
PPO H (PPO A) Family	\$225.00	\$56.25
PPO B Single	\$60.00	\$15.00
PPO B Family	\$140.00	\$35.00
<u>Dental</u>		
Idemnity/PPO Single	\$8.00	\$2.00
Idemnity/PPO Family	\$24.00	\$6.00
**Enrollment in the DMO dental plan is restricted to those individuals enrolled in the DMO		
<u>Vision</u>		
Single	\$2.50	\$0.63
Family	\$6.00	\$1.50

Supplemental Employee Life — 1 times, 2 times or 3 times your salary		
Age as of 12-31-10	Rate Per \$1,000 Coverage	To calculate your premium:
Under 30	\$0.07	Base annual pay _____ (hourly rate x 2080)
30-34	\$0.08	Times 1, 2 or 3 _____ (amount of coverage you want)
35-39	\$0.10	Round up to next highest \$1,000 _____
40-44	\$0.18	Divide by 1,000 _____
45-49	\$0.29	Multiply by age based rate from the table (monthly rate) _____
50-54	\$0.47	Divide by 4 for Weekly _____
55-59	\$0.77	
60-64	\$1.10	
65-69	\$1.76	
70-74	\$2.86	
75-79	\$4.29	
80+	\$6.49	
<p><i>Life insurance may be subject to Evidence of Insurability (EOI). Life insurance begins to reduce at age 65. See Guide for Details.</i></p>		
Description	Monthly	Weekly (48 pay periods)
<u>Spouse Life Insurance</u>		
Option A - \$5,000	\$1.25	\$0.31
Option B - \$10,000	\$2.50	\$0.63
Option C - \$20,000	\$5.00	\$1.25
Option D - \$30,000	\$7.50	\$1.88
<p><i>Spouse Life coverage cannot be more than 100% of Employee Life (Basic + Supplemental). Coverage begins to reduce at employee's 65th birthday.</i></p>		
<u>Dependent Child Life Insurance</u>		
Option A - \$2,500	\$0.50	\$0.13
Option B - \$5,000	\$1.00	\$0.25
Option C - \$10,000	\$2.00	\$0.50
Option D - \$15,000	\$3.00	\$0.75
<p><i>Child Life coverage cannot be more than 100% of Employee Life (Basic + Supplemental). Coverage terminates when child ceases to be an eligible dependent.</i></p>		

Description	Monthly	Weekly (48 pay periods)
<u>Voluntary Accidental Death & Dismemberment (AD&D)</u>		
Option A - \$50,000		
EE Only	\$1.30	\$0.33
EE & Spouse	\$2.25	\$0.56
EE & Child(ren)	\$1.60	\$0.40
EE & Family	\$2.60	\$0.65
Option B - \$100,000		
EE Only	\$2.60	\$0.65
EE & Spouse	\$4.50	\$1.13
EE & Child(ren)	\$3.20	\$0.80
EE & Family	\$5.20	\$1.30
Option C - \$200,000		
EE Only	\$5.20	\$1.30
EE & Spouse	\$9.00	\$2.25
EE & Child(ren)	\$6.40	\$1.60
EE & Family	\$10.40	\$2.60
Option D - \$300,000		
EE Only	\$7.80	\$1.95
EE & Spouse	\$13.50	\$3.38
EE & Child(ren)	\$9.60	\$2.40
EE & Family	\$15.60	\$3.90
<u>Voluntary Long Term Disability - Hourly employees</u>		
Age	Rate Per \$100 Covered Salary	To calculate your premium: Base annual pay _____ (hourly rate x 2080) Divide by 12 _____ (monthly base pay) Round up to the nearest dollar _____ Divide by 100 _____ Multiply by rate in the table _____ (monthly rate) Divide by 4 for Weekly _____
Under 30	\$0.20	
30-34	\$0.22	
35-39	\$0.28	
40-44	\$0.36	
45-49	\$0.48	
50-54	\$0.67	
55-59	\$0.84	
60-64	\$0.90	
65-69	\$1.04	
70+	\$1.47	

320-321-OR
 Michael A. Murchison
 430 W Ashdale St
 Philadelphia PA 19120

Date of Hire: 5/30/2006
 Date Effective: January 1, 2007
 Division: HA
 Region: Northeast
 Pay Basis: HOURLY
 Plant: E321
 Union: 542PEN
 Suffix ID: AB

Hansi
 Year 2007 Benefits Election
 Annual Enro
 Employee ID: 4628719
 Date of Birth: 9/29/1976
 Phone:

167661824

ENROLLMENT DEADLINE: September 22, 2006

		2006	2007
Medical	MEDICAL ELECTION REQUIRED	N/A	N/A
Dental	No Coverage	\$0.00	\$0.00
Vision	No Coverage	\$0.00	\$0.00
EAP	Company Provided	\$0.00	\$0.00
Informed Health Line	Company Provided	\$0.00	\$0.00
Basic Life Insurance	Company Provided - One Times Salary	\$0.00	\$0.00
Supplemental Employee Life Insurance	No Coverage	\$0.00	\$0.00
Supplemental Spouse Life Insurance	No Coverage	\$0.00	\$0.00
Supplemental Child Life Insurance	No Coverage	\$0.00	\$0.00
Accidental Death & Dismemberment	No Coverage	\$0.00	\$0.00
Long Term Disability	No Coverage	\$0.00	\$0.00

ENTERED
 SEP 27 2006
 DB

Medical	PPO 750 (201)	PPO 1500 (202)	Waive (000)
You Only	<input type="checkbox"/> \$102.00	<input type="checkbox"/> \$85.00	<input checked="" type="checkbox"/> \$0.00
You & Family	<input type="checkbox"/> \$241.00	<input type="checkbox"/> \$200.00	

You MUST ENROLL for Medical coverage for 2007 or you will NOT HAVE medical coverage in 2007.

Dental	IND	Waive
You Only	<input type="checkbox"/> \$8.00	<input checked="" type="checkbox"/> \$0.00
You & Family	<input type="checkbox"/> \$24.00	

Vision	Vision Plan	No Coverage
You Only	<input type="checkbox"/> \$2.50	<input checked="" type="checkbox"/> \$0.00
You & Family	<input type="checkbox"/> \$6.00	

Supplemental Employee Life	Benefit Amount	Monthly Cost	1x Salary	2x Salary	3x Salary	No Coverage
			\$30,000*	\$60,000*	\$90,000*	
			<input type="checkbox"/> \$2.40	<input type="checkbox"/> \$4.80	<input type="checkbox"/> \$7.20	<input type="checkbox"/> \$0.00

Shading indicates evidence of insurability required.

Dependent Life	Option A	Option B	Option C	Option D	No Coverage
Spouse Life Benefit	\$5,000	\$10,000	\$20,000	\$30,000	
Monthly Cost	<input type="checkbox"/> \$1.25	<input type="checkbox"/> \$2.50	<input type="checkbox"/> \$5.00	<input type="checkbox"/> \$7.50	<input type="checkbox"/> \$0
Child Life Benefit	\$2,500	\$5,000	\$10,000	\$15,000	
Monthly Cost	<input type="checkbox"/> \$0.50	<input type="checkbox"/> \$1.00	<input type="checkbox"/> \$2.00	<input type="checkbox"/> \$3.00	<input type="checkbox"/> \$0

Voluntary AD&D	Option A	Option B	Option C	Option D	No Coverage
Principal Sum	\$50,000	\$100,000	\$200,000	\$300,000	
You Only	<input type="checkbox"/> \$1.30	<input type="checkbox"/> \$2.60	<input type="checkbox"/> \$5.20	<input type="checkbox"/> \$7.80	<input type="checkbox"/> \$0
You & Spouse	<input type="checkbox"/> \$2.25	<input type="checkbox"/> \$4.50	<input type="checkbox"/> \$9.00	<input type="checkbox"/> \$13.50	
You & Child(ren)	<input type="checkbox"/> \$1.60	<input type="checkbox"/> \$3.20	<input type="checkbox"/> \$6.40	<input type="checkbox"/> \$9.60	
You & Family	<input type="checkbox"/> \$2.60	<input type="checkbox"/> \$5.20	<input type="checkbox"/> \$10.40	<input type="checkbox"/> \$15.60	

Long Term Disability	50% Benefit	No Coverage
Monthly Cost	<input type="checkbox"/> \$5.44*	<input type="checkbox"/> \$0.00

Shading indicates evidence of insurability required.

Health Care Spending Account Enter the ANNUAL amount of pretax earnings you wish to defer for eligible Health Care expenses for you and your family in 2007. If you choose to contribute, the minimum is \$100 and the maximum is \$5,000 per year. Amount will be divided equally by pay period.

\$

Dependent Care Spending Account Enter the ANNUAL amount of pretax earnings you wish to defer for eligible Dependent Care expenses for you and your family in 2007. If you choose to contribute, the minimum is \$100 and the maximum is \$5,000 (\$2,500 if married and filing separately) per year. Amount will be divided equally by pay period.

\$

RECEIVED
 SEP 25 2006
 Dallas BENEFITS Svc Ctr

SCANNED
 APR 02 2007
 DB

QC BY CS
 11-06-06

*Relationship — E=Employee, S=Spouse, C=Child, F=Fulltime Student, H=Handicapped Child.

Medical
Dental
Vision
None

	Name (First, MI, Last)	Relationship*	Male/Female	Date of Birth	Social Security I
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	MICHAEL A. MURCHISON	E	M	9/29/1976	XXX-XX-182

Dependents

Employee must elect coverage in order for Dependents to have coverage. Your currently covered dependents are listed below. Check the appropriate boxes each dependent to indicate which coverage you wish them to have. If you want to cancel coverage in 2007, please check None.

MDV N

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
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<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					

If you name more than one beneficiary, enter the percentage to be paid to each beneficiary (percentages MUST add up to 100%) and indicate whether beneficiary is primary or contingent. If you do not assign percentages, benefits will be shared equally among the living beneficiaries or all to a lone survivor if you do not indicate otherwise beneficiaries will be interpreted as primary. If you need additional space, attach an additional page with all of the information requested and check here _____. You may change your designated beneficiary at any time by completing this form.

Employee Life Insurance

Beneficiary's full name and address	Relationship	Social Security No.	Date of Birth	Primary/ Contingent	Percent
_____	_____	_____	_____	P <input type="checkbox"/> C <input type="checkbox"/>	_____
_____	_____	_____	_____	P <input type="checkbox"/> C <input type="checkbox"/>	_____
_____	_____	_____	_____	P <input type="checkbox"/> C <input type="checkbox"/>	_____
_____	_____	_____	_____	P <input type="checkbox"/> C <input type="checkbox"/>	_____

Accidental Death & Dismemberment

Beneficiary's full name and address	Relationship	Social Security No.	Date of Birth	Primary/ Contingent	Percent
_____	_____	_____	_____	P <input type="checkbox"/> C <input type="checkbox"/>	_____
_____	_____	_____	_____	P <input type="checkbox"/> C <input type="checkbox"/>	_____
_____	_____	_____	_____	P <input type="checkbox"/> C <input type="checkbox"/>	_____
_____	_____	_____	_____	P <input type="checkbox"/> C <input type="checkbox"/>	_____

My signature below indicates I have read and understand the coverage options available to me under Hanson BENEFITS. I authorize my employer to withhold the premiums, if any, required for the coverages I have elected on the front of this form. These amounts, if any, will be withheld from my paycheck on a pay basis (except for Supplemental Employee Life and Dependent Life). This authorization shall continue until amended or withdrawn by me in writing. Subsequent withdrawal or amendment of this election for any reason other than a change in family status will not become effective until the beginning of next Plan Year. I certify that the information I have furnished above, to the best of my knowledge and belief, is true, correct and complete.

Michael Murchison
Employee Signature

9-8-06
Date



Hanson Aggregates
7660 Imperial Way
Allentown, PA 18195
Phone 610 366 -4627
www.hanson.com

VIA CERTIFIED MAIL, RETURN RECEIPT

October 7, 2010

James Quarles
1323 Almshouse Road
Jamison, PA 18929

Dear James:

In connection with the Decision and Order of the National Labor Relations Board in *Hanson Aggregates BMC, Inc.*, 353 NLRB No. 28 (Sep. 30, 2008), I am writing to offer you full and unconditional reinstatement to your prior position of employment with Hanson Aggregates BMC, Inc. at the Penns Park facility in the position of Maintenance Trainee, Job Type 008374, Day Shift, at the wage rate of \$15.39, with full seniority, benefits and other terms and conditions of employment intact as if your employment had not terminated on approximately February 23, 2007.

With respect to benefits, a copy of your last enrollment form is attached indicating elections as of the time of your separation from employment, along with a copy of the current Benefit Contribution Schedule; which reflects that rate that was in place in December 2005.

With respect to policies regarding attendance and tardiness, as we have informed the collective bargaining representative (IUOE Local 542), please note that the points-based policy implemented in January 2006 is no longer in effect, and the applicable attendance/tardiness policy is the policy that was in effect as of December 2005. If you have any questions about that policy, you may contact me or your union representatives.

Please contact Len Ewing at 484-788-2075 by October 29, 2010 to discuss this offer and whether you wish to accept it.

Separate and aside from whether you decide to accept reinstatement, please be advised that the Company has rescinded and removed from your employee file the records regarding the following: (a) February 23, 2007 discharge; (b) February 17, 2006 verbal counseling; (c) April 19, 2006 written warning; and (d) July 10, 2006 3-day suspension.

Sincerely,



Mark Kendrick
Vice President/General Manager

cc: Dorothy Moore-Duncan, Esq. ✓
Frank Bankard

Personal Information

Social Security Number 189-60-0511	First Name James	Middle Initial E	Last Name Quarles
Employee ID Number 4281487	Date of Birth 4-15-80	Male/Female Male	Home Phone (with area code) 215-491-0257
Street Address 1323 Almshouse Rd			
City Jamison	State Pa	Zip 18929	



UNION HOURLY
2007 Benefits Election Form
New Enrollment/Change

Office Use Only

Suffix ID AB	Claim ID
-----------------	----------

Type of Enrollment

New Hire or Newly Eligible Pay Basis Change (Salaried Hourly)
 Transfer Temporary to Permanent

Change in Status (Legal documentation required)

MUST BE SUBMITTED WITHIN 60 DAYS

Marriage/Divorce (Date 1-21-2007) Loss of Full Time Student Status (Child over 19)
 Newborn/Adoption/Custody Dependent Child Exceeds Age Limit (25)
 Loss/Gain of Spouse's Employment Death of Dependent

Your Company Paid Benefits

Basic Employee Life Insurance *Defined by your Collective Bargaining Agreement*
Employee Assistance Program (EAP) *Confidential Assistance available 24-hours a day*
Informed HealthLine *Registered Nurse available 24-hours a day*

Choose Your 2007 Benefits

Medical	<input type="checkbox"/> CPOS II Plan A Emp Only <input checked="" type="checkbox"/> CPOS II Plan A Emp & Family	<input type="checkbox"/> CPOS II Plan B Emp Only <input type="checkbox"/> CPOS II Plan B Emp & Family	<input type="checkbox"/> Out of Area Plan Emp Only <input type="checkbox"/> Out of Area Plan Emp & Family	<input type="checkbox"/> No Coverage None
Dental	<input type="checkbox"/> Indemnity Plan Emp Only <input checked="" type="checkbox"/> Indemnity Plan Emp & Family	<input type="checkbox"/> No Coverage None		
Vision	<input type="checkbox"/> SVP Plan Emp Only <input checked="" type="checkbox"/> SVP Plan Emp & Family	<input type="checkbox"/> No Coverage None		

* Original copy. MB 2/1/07

Plant Number
Co 1037/E321

Date of Hire Date Effect

Division
HAP HBRT HPP HBR

Pay Basis
HOURLY

Pay Cycle
WEEKLY

Pay Period Begin Date

Base Annual Earnings

COA

Union Category Code

FSA Pay Periods Remaining

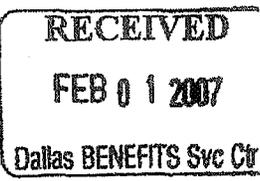
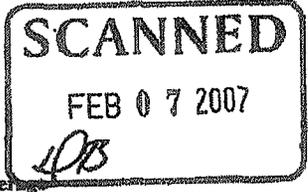
HBMA Approval Date

Long Term Disability (Your Collective Bargaining Agreement identifies if this is a benefit you may participate in.)
 Cost based on amount of coverage and age. See worksheet in Enrollment Guide
 50% of base monthly pay (\$3,000 maximum) None

Supplemental Employee Life (In addition to Company Paid Life Insurance)
 Cost based on amount of coverage and age. See worksheet in Enrollment Guide
 1x Salary 2x Salary 3x Salary None

Dependent Life	Option A	Option B	Option C	Option D	No Coverage
Spouse Life Benefits	\$5,000	\$10,000	\$20,000	\$30,000	<input type="checkbox"/> None
Monthly Cost	<input type="checkbox"/> \$1.25	<input type="checkbox"/> \$2.50	<input type="checkbox"/> \$5.00	<input type="checkbox"/> \$7.50	
Child Life Benefits	\$2,500	\$5,000	\$10,000	\$15,000	<input type="checkbox"/> None
Monthly Cost	<input type="checkbox"/> \$0.50	<input type="checkbox"/> \$1.00	<input type="checkbox"/> \$2.00	<input checked="" type="checkbox"/> \$3.00	

Voluntary AD&D	Option A	Option B	Option C	Option D	No Coverage
Principal Sum	\$50,000	\$100,000	\$200,000	\$300,000	<input type="checkbox"/> None
Emp Only	<input type="checkbox"/> \$1.30	<input type="checkbox"/> \$2.60	<input type="checkbox"/> \$5.20	<input type="checkbox"/> \$7.80	
Emp & Spouse	<input type="checkbox"/> \$2.25	<input type="checkbox"/> \$4.50	<input type="checkbox"/> \$9.00	<input type="checkbox"/> \$13.50	
Emp & Child(ren)	<input type="checkbox"/> \$1.60	<input checked="" type="checkbox"/> \$3.20	<input type="checkbox"/> \$6.40	<input type="checkbox"/> \$9.60	
Emp & Family	<input type="checkbox"/> \$2.60	<input type="checkbox"/> \$5.20	<input type="checkbox"/> \$10.40	<input type="checkbox"/> \$15.60	



Health Care Spending Account Enter the ANNUAL amount of pretax earnings you wish to defer for eligible Health Care expenses for you and your family in 2007. If you choose to contribute, the minimum is \$100 and the maximum is \$5,000 per year. Amount will be divided by remaining pay periods.

\$ _____

Dependent Care Spending Account Enter the ANNUAL amount of pretax earnings you wish to defer for eligible dependent (daycare) expenses in 2007. If you choose to contribute, the minimum is \$100 and the maximum is \$5,000 (\$2,500 if married and filing separately) per year. Amount will be divided by remaining pay periods.

\$ _____

Employee Name:	James E Quarles	Employee SSN:	189-60-051
----------------	-----------------	---------------	------------

Family Information
ALL INFORMATION REQUIRED

*Relationship Codes: S = Spouse, C = Child (up to age 19), F = Full Time Student (age 19 to 25), H = Handicapped Child
Employees must elect coverage in order for Dependents to have coverage. Check the appropriate boxes below for each dependent to indicate which coverage you wish them to have. If you want to cancel coverage in 2007 for a dependent, please check None

Medical Dental Vision None	Name (First, MI, Last)	Relationship*	Male / Female	Date of Birth	Social Security Number
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	Dependents Julia A. Quarles	S	F	5-15-87	190-68-1899
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	James E. Gordon	C	M	12-6-99	
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	Jaelin M. Quarles	C	F	7-27-02	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					

Beneficiary Designation

If you name more than one beneficiary, enter the percentage to be paid to each beneficiary (percentages MUST add up to 100%) and indicate whether that beneficiary is Primary or Contingent. If you do not assign percentages, benefits will be shared equally among the living beneficiaries or all to a lone survivor. If you do not indicate otherwise beneficiaries will be interpreted as Primary. If you need additional space, attach an additional page with all of the information requested and check here _____. You may change your designated beneficiary at any time by completing this form.

Employee Life Insurance							
Beneficiary's full name and address	Jamison, PA	Relationship	Social Security No.	Date of Birth	Primary/ Contingent	Percent	
Julia Ann Quarles 1323 Almshouse Rd Apt 1, 18929		Spouse	190-68-1899	05/15/87	<input checked="" type="checkbox"/> P <input type="checkbox"/> C	100 ⁰⁰	
					<input type="checkbox"/> P <input type="checkbox"/> C		
					<input type="checkbox"/> P <input type="checkbox"/> C		

Accidental Death & Dismemberment						
Beneficiary's full name and address	Relationship	Social Security No.	Date of Birth	Primary/ Contingent	Percent	
Julia Ann Quarles 1323 Almshouse Rd Apt 1, 18929 Jamison Pa	Spouse	190-68-1899	05/15/87	<input checked="" type="checkbox"/> P <input type="checkbox"/> C	100 ⁰⁰	
				<input type="checkbox"/> P <input type="checkbox"/> C		
				<input type="checkbox"/> P <input type="checkbox"/> C		

Employee Authorization

My signature below indicates I have read and understand the coverage options available to me under Hanson BENEFITS. I authorize my employer to withhold the premiums, if any, required for the coverages I have elected on the front of this form. These amounts, if any, will be withheld from my paycheck on a pretax basis (except for Supplemental Employee Life and Dependent Life). This authorization shall continue until amended or withdrawn by me in writing. Any subsequent withdrawal or amendment of this election for any reason other than a change in family status will not become effective until the beginning of the next Plan Year. I certify that the information I have furnished above, to the best of my knowledge and belief, is true, correct and complete.



 Employee Signature

1-26-2007

 Date

MUST BE SUBMITTED WITHIN 60 DAYS OF THE INITIAL ENROLLMENT OR REQUESTED CHANGE DATE

Lehigh Hanson
HEIDELBERGCEMENT Group

2010 Penns Park Union
(Benefit Group PEN542)
Benefit Contribution Schedule

Description	Monthly	Weekly (48 pay periods)
Medical		
PPO H (PPO A) Single	\$95.00	\$23.75
PPO H (PPO A) Family	\$225.00	\$56.25
PPO B Single	\$60.00	\$15.00
PPO B Family	\$140.00	\$35.00
Dental		
Idemnity/PPO Single	\$8.00	\$2.00
Idemnity/PPO Family	\$24.00	\$6.00
**Enrollment in the DMO dental plan is restricted to those individuals enrolled in the DMO		
Vision		
Single	\$2.50	\$0.63
Family	\$6.00	\$1.50

Supplemental Employee Life — 1 times, 2 times or 3 times your salary		
Age as of 12-31-10	Rate Per \$1,000 Coverage	To calculate your premium:
Under 30	\$0.07	Base annual pay _____ (hourly rate x 2080)
30-34	\$0.08	
35-39	\$0.10	Times 1, 2 or 3 _____ (amount of coverage you want)
40-44	\$0.18	
45-49	\$0.29	Round up to next highest \$1,000 _____
50-54	\$0.47	
55-59	\$0.77	Divide by 1,000 _____
60-64	\$1.10	
65-69	\$1.76	Multiply by age based rate from the table (monthly rate) _____
70-74	\$2.86	
75-79	\$4.29	Divide by 4 for Weekly _____
80+	\$6.49	
<p><i>Life insurance may be subject to Evidence of Insurability (EOI). Life insurance begins to reduce at age 65. See Guide for Details.</i></p>		
Description	Monthly	Weekly (48 pay periods)
<u>Spouse Life Insurance</u>		
Option A - \$5,000	\$1.25	\$0.31
Option B - \$10,000	\$2.50	\$0.63
Option C - \$20,000	\$5.00	\$1.25
Option D - \$30,000	\$7.50	\$1.88
<p><i>Spouse Life coverage cannot be more than 100% of Employee Life (Basic + Supplemental). Coverage begins to reduce at employee's 65th birthday.</i></p>		
<u>Dependent Child Life Insurance</u>		
Option A - \$2,500	\$0.50	\$0.13
Option B - \$5,000	\$1.00	\$0.25
Option C - \$10,000	\$2.00	\$0.50
Option D - \$15,000	\$3.00	\$0.75
<p><i>Child Life coverage cannot be more than 100% of Employee Life (Basic + Supplemental). Coverage terminates when child ceases to be an eligible dependent.</i></p>		

Description	Monthly	Weekly (48 pay periods)
Voluntary Accidental Death & Dismemberment (AD&D)		
Option A - \$50,000		
EE Only	\$1.30	\$0.33
EE & Spouse	\$2.25	\$0.56
EE & Child(ren)	\$1.60	\$0.40
EE & Family	\$2.60	\$0.65
Option B - \$100,000		
EE Only	\$2.60	\$0.65
EE & Spouse	\$4.50	\$1.13
EE & Child(ren)	\$3.20	\$0.80
EE & Family	\$5.20	\$1.30
Option C - \$200,000		
EE Only	\$5.20	\$1.30
EE & Spouse	\$9.00	\$2.25
EE & Child(ren)	\$6.40	\$1.60
EE & Family	\$10.40	\$2.60
Option D - \$300,000		
EE Only	\$7.80	\$1.95
EE & Spouse	\$13.50	\$3.38
EE & Child(ren)	\$9.60	\$2.40
EE & Family	\$15.60	\$3.90
Voluntary Long Term Disability - Hourly employees		
Age	Rate Per \$100 Covered Salary	To calculate your premium:
Under 30	\$0.20	Base annual pay _____ (hourly rate x 2080)
30-34	\$0.22	
35-39	\$0.28	
40-44	\$0.36	Divide by 12 _____ (monthly base pay)
45-49	\$0.48	
50-54	\$0.67	
55-59	\$0.84	Round up to the nearest dollar _____
60-64	\$0.90	
65-69	\$1.04	Divide by 100 _____
70+	\$1.47	
		Multiply by rate in the table _____ (monthly rate)
		Divide by 4 for Weekly _____



Hanson Aggregates
7660 Imperial Way
Allentown, PA 18195
Phone 610 366-4627
www.hanson.com

VIA CERTIFIED MAIL, RETURN RECEIPT

October 7, 2010

Rafael Alvarez
Inmate # 354452
Muskegon Correctional Facility
2400 S. Sheridan Drive
Muskegon, MI 49442

Dear Rafael:

In connection with the Decision and Order of the National Labor Relations Board in *Hanson Aggregates BMC, Inc.*, 353 NLRB No. 28 (Sep. 30, 2008), I am writing to offer you full and unconditional reinstatement to your prior position of employment with Hanson Aggregates BMC, Inc. at the Penns Park facility in the position of Mechanic Trainee, Job Type 006831, Day Shift, at the wage rate of \$17.51, with full seniority, benefits and other terms and conditions of employment intact as if your employment had not terminated on approximately September 6, 2007.

With respect to benefits, a copy of your last enrollment form is attached indicating elections as of the time of your separation from employment, along with a copy of the current Benefit Contribution Schedule; which reflects that rate that was in place in December 2005.

With respect to policies regarding attendance and tardiness, as we have informed the collective bargaining representative (IUOE Local 542), please note that the points-based policy implemented in January 2006 is no longer in effect, and the applicable attendance/tardiness policy is the policy that was in effect as of December 2005. If you have any questions about that policy, you may contact me or your union representatives.

Please contact Len Ewing at 484-788-2075 by October 29, 2010 to discuss this offer and whether you wish to accept it.

Separate and aside from whether you decide to accept reinstatement, please be advised that the Company has rescinded and removed from your employee file the records regarding the following: (a) September 6, 2007 discharge; (b) October 14, 2006 verbal warning; (c) November 22, 2006 verbal warning; (d) February 21, 2007 verbal warning; (e) March 13, 2007 verbal warning; (f) April 28, 2007 verbal warning; (g) July 9, 2007 written warning; and (h) August 15, 2007 3-day suspension (for August 15-August 17, 2007).

Sincerely,



Mark Kendrick
Vice President/General Manager

cc: Dorothy Moore-Duncan, Esq. ✓
Frank Bankard

Lost Preprinted Form

NOT in (BR)

ABC

Personal Information			
Social Security Number 582614299	First Name Rafael	Middle Initial	Last Name AIVAREZ
Employee ID Number 4635265	Date of Birth 05/16/72	Male/Female	Home Phone (with area code) 215-453-7834
Street Address 5428 S. Nestee Street			
City Phoenix	State AZ	Zip 19124	

Hansco
HOURLY
2007 Benefits Election For
New Enrollment/Change

Office Use Only

Suffix ID _____ Claim ID _____

Plant Number _____

Date of Hire _____ Date Effect _____

Division
HAP HBRT HPP HB

Pay Basis
HOURLY

Pay Cycle
WEEKLY

Pay Period Begin Date _____

Base Annual Earnings _____

OOA _____

Union _____ Category C _____

PSA Pay Periods Remaining _____

Approval _____ Date _____

Dallas BENEFITS Svc Ctr

Type of Enrollment

New Hire or Newly Eligible Pay Basis Change (Salaried Hourly)

Transfer Temporary to Permanent

Change in Status (Legal documentation required)

MUST BE SUBMITTED WITHIN 60 DAYS

Marriage/Divorce (Date _____) Loss of Full Time Student Status (Child over 19)

Newborn/Adoption/Custody Dependent Child Exceeds Age Limit (25)

Loss/Gain of Spouse's Employment Death of Dependent

Your Company Paid Benefits

Basic Employee Life Insurance *One times annual earnings (standard hourly rate times 2080 hours)*

Employee Assistance Program (EAP) *Confidential Assistance available 24-hours a day*

Informed HealthLine *Registered Nurse available 24-hours a day*

Choose Your 2007 Benefits

	Restricted Enrollment				No Coverage
	PPO \$750	PPO \$1500	OOA \$750	OOA \$1500	None
Medical	<input checked="" type="checkbox"/> Emp Only	<input type="checkbox"/> Emp Only	<input type="checkbox"/> Emp Only	<input type="checkbox"/> Emp Only	<input type="checkbox"/> None
	<input type="checkbox"/> Emp & Family	<input type="checkbox"/> Emp & Family	<input type="checkbox"/> Emp & Family	<input type="checkbox"/> Emp & Family	
Dental	<input type="checkbox"/> Indemnity Plan	<input checked="" type="checkbox"/> No Coverage			
	<input type="checkbox"/> Emp Only	<input type="checkbox"/> None			
	<input type="checkbox"/> Emp & Family				
Vision	<input checked="" type="checkbox"/> SVP Plan	<input checked="" type="checkbox"/> No Coverage			
	<input checked="" type="checkbox"/> Emp Only	<input type="checkbox"/> None			
	<input type="checkbox"/> Emp & Family				

ENTERED
SEP 27 2006

RECEIVED
SEP 25 2006
Dallas BENEFITS Svc Ctr

SCANNED
JAN 02 2007
MB

Long Term Disability

Cost based on amount of coverage and age. See worksheet in Enrollment Guide

50% of base monthly pay (\$3,000 maximum) None

Supplemental Employee Life (In addition to Company Paid Life Insurance)

Cost based on amount of coverage and age. See worksheet in Enrollment Guide

1x Salary 2x Salary 3x Salary None

Dependent Life	Option A	Option B	Option C	Option D	No Coverage
Spouse Life Benefit	\$5,000	\$10,000	\$20,000	\$30,000	<input checked="" type="checkbox"/> None
Monthly Cost	<input type="checkbox"/> \$1.25	<input type="checkbox"/> \$2.50	<input type="checkbox"/> \$5.00	<input type="checkbox"/> \$7.50	
Child Life Benefit	\$2,500	\$5,000	\$10,000	\$15,000	<input checked="" type="checkbox"/> None
Monthly Cost	<input type="checkbox"/> \$0.50	<input type="checkbox"/> \$1.00	<input type="checkbox"/> \$2.00	<input type="checkbox"/> \$3.00	

Voluntary AD&D	Option A	Option B	Option C	Option D	No Coverage
Principal Sum	\$50,000	\$100,000	\$200,000	\$300,000	<input checked="" type="checkbox"/> None
Emp Only	<input type="checkbox"/> \$1.30	<input type="checkbox"/> \$2.60	<input type="checkbox"/> \$5.20	<input type="checkbox"/> \$7.80	
Emp & Spouse	<input type="checkbox"/> \$2.25	<input type="checkbox"/> \$4.50	<input type="checkbox"/> \$9.00	<input type="checkbox"/> \$13.50	
Emp & Child(ren)	<input type="checkbox"/> \$1.60	<input type="checkbox"/> \$3.20	<input type="checkbox"/> \$6.40	<input type="checkbox"/> \$9.60	
Emp & Family	<input type="checkbox"/> \$2.60	<input type="checkbox"/> \$5.20	<input type="checkbox"/> \$10.40	<input type="checkbox"/> \$15.60	

Health Care Spending Account Enter the ANNUAL amount of pretax earnings you wish to defer for eligible Health Care expenses for you and your family in 2007. If you choose to contribute, the minimum is \$100 and the maximum is \$5,000 per year. Amount will be divided by remaining pay periods.

\$ _____

Dependent Care Spending Account Enter the ANNUAL amount of pretax earnings you wish to defer for eligible dependent (daycare) expenses in 2007. If you choose to contribute, the minimum is \$100 and the maximum is \$5,000 (\$2,500 if married and filing separately) per year. Amount will be divided by remaining pay periods.

\$ _____

Employee Name: Rafael Alvarez Employee SSN: 582-61-4299

Family Information
ALL INFORMATION REQUIRED

*Relationship Codes S = Spouse, C = Child (up to age 19), F = Full Time Student (age 19 to 25), H = Handicapped Child
Employees must elect coverage in order for Dependents to have coverage. Check the appropriate boxes below for each dependent to indicate which coverage you wish them to have. If you want to cancel coverage in 2007 for a dependent, please check None

Medical Dental Vision None	Name (First, MI, Last)	Relationship*	Male / Female	Date of Birth	Social Security Number
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Dependents				
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					

Beneficiary Designation

If you name more than one beneficiary, enter the percentage to be paid to each beneficiary (percentages MUST add up to 100%) and indicate whether that beneficiary is Primary or Contingent. If you do not assign percentages, benefits will be shared equally among the living beneficiaries or all to a lone survivor. If you do not indicate otherwise beneficiaries will be interpreted as Primary. If you need additional space, attach an additional page with all of the information requested and check here _____. You may change your designated beneficiary at a time by completing this form.

Employee Life Insurance Beneficiary's full name and address	Relationship	Social Security No.	Date of Birth	Primary/ Contingent	Percent
_____	_____	_____	_____	<input type="checkbox"/> P <input type="checkbox"/> C	_____ %
_____	_____	_____	_____	<input type="checkbox"/> P <input type="checkbox"/> C	_____ %
_____	_____	_____	_____	<input type="checkbox"/> P <input type="checkbox"/> C	_____ %

Accidental Death & Dismemberment Beneficiary's full name and address	Relationship	Social Security No.	Date of Birth	Primary/ Contingent	Percent
_____	_____	_____	_____	<input type="checkbox"/> P <input type="checkbox"/> C	_____ %
_____	_____	_____	_____	<input type="checkbox"/> P <input type="checkbox"/> C	_____ %
_____	_____	_____	_____	<input type="checkbox"/> P <input type="checkbox"/> C	_____ %

Employee Authorization

My signature below indicates I have read and understand the coverage options available to me under Hanson BENEFITS. I authorize my employer to withhold the premiums, if any, required for the coverages I have elected on the front of this form. These amounts, if any, will be withheld from my paycheck on a pretax basis (except for Supplemental Employee Life and Dependent Life). This authorization shall continue until amended or withdrawn by me in writing. Any subsequent withdrawal or amendment of this election for any reason other than a change in family status will not become effective until the beginning of the next Plan Year. I certify that the information I have furnished above, to the best of my knowledge and belief, is true, correct and complete.

Rafael Alvarez Employee Signature 9/20/06 Date

MUST BE SUBMITTED WITHIN 60 DAYS OF THE INITIAL ENROLLMENT OR REQUESTED CHANGE DATE

Lehigh Hanson
HEIDELBERGCEMENT Group

**2010 Penns Park Union
(Benefit Group PEN542)
Benefit Contribution Schedule**

Description	Monthly	Weekly (48 pay periods)
<u>Medical</u>		
PPO H (PPO A) Single	\$95.00	\$23.75
PPO H (PPO A) Family	\$225.00	\$56.25
PPO B Single	\$60.00	\$15.00
PPO B Family	\$140.00	\$35.00
<u>Dental</u>		
Idemnity/PPO Single	\$8.00	\$2.00
Idemnity/PPO Family	\$24.00	\$6.00
**Enrollment in the DMO dental plan is restricted to those individuals enrolled in the DMO		
<u>Vision</u>		
Single	\$2.50	\$0.63
Family	\$6.00	\$1.50

Supplemental Employee Life — 1 times, 2 times or 3 times your salary

Age as of 12-31-10	Rate Per \$1,000 Coverage	To calculate your premium:
Under 30	\$0.07	Base annual pay _____ (hourly rate x 2080)
30-34	\$0.08	
35-39	\$0.10	Times 1, 2 or 3 _____ (amount of coverage you want)
40-44	\$0.18	
45-49	\$0.29	
50-54	\$0.47	Round up to next highest \$1,000 _____
55-59	\$0.77	
60-64	\$1.10	Divide by 1,000 _____
65-69	\$1.76	
70-74	\$2.86	Multiply by age based rate from the table (monthly rate) _____
75-79	\$4.29	
80+	\$6.49	Divide by 4 for Weekly _____

Life insurance may be subject to Evidence of Insurability (EOI). Life insurance begins to reduce at age 65. See Guide for Details.

Description	Monthly	Weekly (48 pay periods)
-------------	---------	----------------------------

Spouse Life Insurance

Option A - \$5,000	\$1.25	\$0.31
Option B - \$10,000	\$2.50	\$0.63
Option C - \$20,000	\$5.00	\$1.25
Option D - \$30,000	\$7.50	\$1.88

Spouse Life coverage cannot be more than 100% of Employee Life (Basic + Supplemental). Coverage begins to reduce at employee's 65th birthday.

Dependent Child Life Insurance

Option A - \$2,500	\$0.50	\$0.13
Option B - \$5,000	\$1.00	\$0.25
Option C - \$10,000	\$2.00	\$0.50
Option D - \$15,000	\$3.00	\$0.75

Child Life coverage cannot be more than 100% of Employee Life (Basic + Supplemental). Coverage terminates when child ceases to be an eligible dependent.

Description	Monthly	Weekly (48 pay periods)
Voluntary Accidental Death & Dismemberment (AD&D)		
Option A - \$50,000		
EE Only	\$1.30	\$0.33
EE & Spouse	\$2.25	\$0.56
EE & Child(ren)	\$1.60	\$0.40
EE & Family	\$2.60	\$0.65
Option B - \$100,000		
EE Only	\$2.60	\$0.65
EE & Spouse	\$4.50	\$1.13
EE & Child(ren)	\$3.20	\$0.80
EE & Family	\$5.20	\$1.30
Option C - \$200,000		
EE Only	\$5.20	\$1.30
EE & Spouse	\$9.00	\$2.25
EE & Child(ren)	\$6.40	\$1.60
EE & Family	\$10.40	\$2.60
Option D - \$300,000		
EE Only	\$7.80	\$1.95
EE & Spouse	\$13.50	\$3.38
EE & Child(ren)	\$9.60	\$2.40
EE & Family	\$15.60	\$3.90
Voluntary Long Term Disability - Hourly employees		
Age	Rate Per \$100 Covered Salary	To calculate your premium:
Under 30	\$0.20	Base annual pay _____ (hourly rate x 2080)
30-34	\$0.22	
35-39	\$0.28	
40-44	\$0.36	Divide by 12 _____ (monthly base pay)
45-49	\$0.48	
50-54	\$0.67	
55-59	\$0.84	Round up to the nearest dollar _____
60-64	\$0.90	
65-69	\$1.04	
70+	\$1.47	Divide by 100 _____
		Multiply by rate in the table _____ (monthly rate)
		Divide by 4 for Weekly _____



Hanson Aggregates
7660 Imperial Way
Allentown, PA 18195
Phone 610 366-4627
www.hanson.com

VIA CERTIFIED MAIL, RETURN RECEIPT

October 7, 2010

Gabriel Cadiz
1129 Snyder Avenue
Philadelphia, PA 19148

Dear Gabriel:

In connection with the Decision and Order of the National Labor Relations Board in *Hanson Aggregates BMC, Inc.*, 353 NLRB No. 28 (Sep. 30, 2008), I am writing to offer you full and unconditional reinstatement to your prior position of employment with Hanson Aggregates BMC, Inc. at the Penns Park facility in the position of Operator Trainee, Job Type 097195, Day Shift, at the wage rate of \$15.39, with full seniority, benefits and other terms and conditions of employment intact as if your employment had not terminated on approximately June 15, 2007.

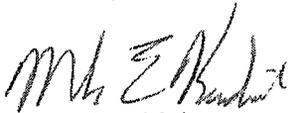
With respect to benefits, a copy of your last enrollment form is attached indicating elections as of the time of your separation from employment, along with a copy of the current Benefit Contribution Schedule; which reflects that rate that was in place in December 2005.

With respect to policies regarding attendance and tardiness, as we have informed the collective bargaining representative (IUOE Local 542), please note that the points-based policy implemented in January 2006 is no longer in effect, and the applicable attendance/tardiness policy is the policy that was in effect as of December 2005. If you have any questions about that policy, you may contact me or your union representatives.

Please contact Len Ewing at 484-788-2075 by October 29, 2010 to discuss this offer and whether you wish to accept it.

Separate and aside from whether you decide to accept reinstatement, please be advised that the Company has rescinded and removed from your employee file the records regarding the following: (a) June 15, 2007 discharge; (b) February 26, 2007 verbal counseling; (c) March 20, 2007 written warning; (d) May 10, 2007 3-day suspension (for days May 10-May 14) and second written warning; and (e) March 22, 2007 discharge (later rescinded per agreement with union).

Sincerely,



Mark Kendrick
Vice President/General Manager

cc: Dorothy Moore-Duncan, Esq. ✓
Frank Bankard

Personal Information

Social Security Number 206-68-5344	First Name GABRIEL	Middle Initial	Last Name CADIZ
Employee ID Number 5059634	Date of Birth 10/6/97	Male/Female MALE	Home Phone (with area code) 267-931-5558
Street Address 4306 Elisnore St.			
City Philadelphia	State PA	Zip 19124	

Agg
Han

UNION HOU
2007 Benefits Elec
New Enrollment/C

Office Use

Suffix ID Ctn
AR

Plant Number
Co 1037/E

Date of Hire Date
1/22/07 **4**

Division
HAP HBRT HFP

Pay Basis
HOURLY

Pay Cycle
WEEKLY

Pay Period Begin Date

Base Annual Earnings
29,681.60

OOA

Union Categ

FSA Pay Periods Remain

HBMA Approval
Michael Butler

Type of Enrollment

New Hire or Newly Eligible Pay Basis Change (Salaried Hourly)
 Transfer Temporary to Permanent

Change in Status (Legal documentation required)

MUST BE SUBMITTED WITHIN 60 DAYS

Marriage/Divorce (Date _____) Loss of Full Time Student Status (Child over 19)
 Newborn/Adoption/Custody Dependent Child Exceeds Age Limit (25)
 Loss/Gain of Spouse's Employment Death of Dependent

Your Company Paid Benefits

Basic Employee Life Insurance *Defined by your Collective Bargaining Agreement*
Employee Assistance Program (EAP) *Confidential Assistance available 24-hours a day*
Informed HealthLine *Registered Nurse available 24-hours a day*

Choose Your 2007 Benefits

Medical CPOS II Plan A ~~CPOS II Plan B~~ Out of Area Plan No Coverage
 Emp Only Emp Only Emp Only None
 Emp & Family Emp & Family Emp & Family

Dental Indemnity Plan No Coverage
 Emp Only None
 Emp & Family

Vision SVP Plan No Coverage
 Emp Only None
 Emp & Family

RECEIVED
MAR 0 2 2007
Dallas BEI

SCANNED
MAR 0 7 2007
IDS

Long Term Disability (Your Collective Bargaining Agreement identifies if this is a benefit you may participate in.)
Cost based on amount of coverage and age. See worksheet in Enrollment Guide
 50% of base monthly pay (\$3,000 maximum) None

Supplemental Employee Life (In addition to Company Paid Life Insurance)
Cost based on amount of coverage and age. See worksheet in Enrollment Guide
 1x Salary 2x Salary 3x Salary None

Dependent Life	Option A	Option B	Option C	Option D	No Coverage
Spouse Life Benefit	\$5,000	\$10,000	\$20,000	\$30,000	<input checked="" type="checkbox"/> None
Monthly Cost	<input type="checkbox"/> \$1.25	<input type="checkbox"/> \$2.50	<input type="checkbox"/> \$5.00	<input type="checkbox"/> \$7.50	
Child Life Benefit	\$2,500	\$5,000	\$10,000	\$15,000	<input checked="" type="checkbox"/> None
Monthly Cost	<input type="checkbox"/> \$0.50	<input type="checkbox"/> \$1.00	<input type="checkbox"/> \$2.00	<input type="checkbox"/> \$3.00	
Voluntary AD&D	Option A	Option B	Option C	Option D	No Coverage
Principal Sum	\$50,000	\$100,000	\$200,000	\$300,000	<input checked="" type="checkbox"/> None
Emp Only	<input type="checkbox"/> \$1.30	<input type="checkbox"/> \$2.60	<input type="checkbox"/> \$5.20	<input type="checkbox"/> \$7.80	
Emp & Spouse	<input type="checkbox"/> \$2.25	<input type="checkbox"/> \$4.50	<input type="checkbox"/> \$9.00	<input type="checkbox"/> \$13.50	
Emp & Child(ren)	<input type="checkbox"/> \$1.60	<input type="checkbox"/> \$3.20	<input type="checkbox"/> \$6.40	<input type="checkbox"/> \$9.60	
Emp & Family	<input type="checkbox"/> \$2.60	<input type="checkbox"/> \$5.20	<input type="checkbox"/> \$10.40	<input type="checkbox"/> \$15.60	

ENTERED
MAR 0 6 2007
MR

Health Care Spending Account Enter the ANNUAL amount of pretax earnings you wish to defer for eligible Health Care expenses for you and your family in 2007. If you choose to contribute, the minimum is \$100 and the maximum is \$5,000 per year. Amount will be divided by remaining pay periods.

\$ 0

Dependent Care Spending Account Enter the ANNUAL amount of pretax earnings you wish to defer for eligible dependent (daycare) expenses in 2007. If you choose to contribute, the minimum is \$100 and the maximum is \$5,000 (\$2,500 if married and filing separately) per year. Amount will be divided by remaining pay periods.

\$ 0

Employee Name: Gabriel Gaeliz Employee SSN: 006-08-5341

Family Information
ALL INFORMATION REQUIRED

*Relationship Codes: S = Spouse, C = Child (up to age 19), F = Full Time Student (age 19 to 25), H = Handicapped Child
Employees must elect coverage in order for Dependents to have coverage. Check the appropriate boxes below for each dependent to indicate which coverage you wish them to have. If you want to cancel coverage in 2007 for a dependent, please check None

Medical Dental Vision None	Name (First, MI, Last)	Relationship*	Male / Female	Date of Birth	Social Security Number
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Dependents				
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					

Beneficiary Designation

If you name more than one beneficiary, enter the percentage to be paid to each beneficiary (percentages MUST add up to 100%) and indicate whether that beneficiary is Primary or Contingent. If you do not assign percentages, benefits will be shared equally among the living beneficiaries or all to a lone survivor. If you do not indicate otherwise beneficiaries will be interpreted as Primary. If you need additional space, attach an additional page with all of the information requested and check here _____ You may change your designated beneficiary at any time by completing this form

Employee Life Insurance

Beneficiary's full name and address	Relationship	Social Security No.	Date of Birth	Primary/ Contingent	Percent
<u>Sambor Marie Kanda</u>	<u>Wife</u>	<u>222-90-0473</u>	<u>62/4/86</u>	<input type="checkbox"/> P <input type="checkbox"/> C	<u>100</u> %
				<input type="checkbox"/> P <input type="checkbox"/> C	%
				<input type="checkbox"/> P <input type="checkbox"/> C	%

Accidental Death & Dismemberment

Beneficiary's full name and address	Relationship	Social Security No.	Date of Birth	Primary/ Contingent	Percent
				<input type="checkbox"/> P <input type="checkbox"/> C	%
				<input type="checkbox"/> P <input type="checkbox"/> C	%
				<input type="checkbox"/> P <input type="checkbox"/> C	%

Employee Authorization

My signature below indicates I have read and understand the coverage options available to me under Hanson BENEFITS. I authorize my employer to withhold the premiums, if any, required for the coverages I have elected on the front of this form. These amounts, if any, will be withheld from my paycheck on a pretax basis (except for Supplemental Employee Life and Dependent Life). This authorization shall continue until amended or withdrawn by me in writing. Any subsequent withdrawal or amendment of this election for any reason other than a change in family status will not become effective until the beginning of the next Plan Year. I certify that the information I have furnished above, to the best of my knowledge and belief, is true, correct and complete.

Gabriel Gaeliz
Employee Signature

2/27/07
Date

MUST BE SUBMITTED WITHIN 60 DAYS OF THE INITIAL ENROLLMENT OR REQUESTED CHANGE DATE

Lehigh Hanson
HEIDELBERGCEMENT Group

2010 Penns Park Union
(Benefit Group PEN542)
Benefit Contribution Schedule

Description	Monthly	Weekly (48 pay periods)
<u>Medical</u>		
PPO H (PPO A) Single	\$95.00	\$23.75
PPO H (PPO A) Family	\$225.00	\$56.25
PPO B Single	\$60.00	\$15.00
PPO B Family	\$140.00	\$35.00
<u>Dental</u>		
Idemnity/PPO Single	\$8.00	\$2.00
Idemnity/PPO Family	\$24.00	\$6.00
**Enrollment in the DMO dental plan is restricted to those individuals enrolled in the DMO		
<u>Vision</u>		
Single	\$2.50	\$0.63
Family	\$6.00	\$1.50

Supplemental Employee Life — 1 times, 2 times or 3 times your salary		
Age as of 12-31-10	Rate Per \$1,000 Coverage	To calculate your premium:
Under 30	\$0.07	Base annual pay _____ (hourly rate x 2080)
30-34	\$0.08	Times 1, 2 or 3 _____ (amount of coverage you want)
35-39	\$0.10	Round up to next highest \$1,000 _____
40-44	\$0.18	Divide by 1,000 _____
45-49	\$0.29	Multiply by age based rate from the table (monthly rate)
50-54	\$0.47	Divide by 4 for Weekly _____
55-59	\$0.77	
60-64	\$1.10	
65-69	\$1.76	
70-74	\$2.86	
75-79	\$4.29	
80+	\$6.49	
<p><i>Life insurance may be subject to Evidence of Insurability (EOI). Life insurance begins to reduce at age 65. See Guide for Details.</i></p>		
Description	Monthly	Weekly (48 pay periods)
Spouse Life Insurance		
Option A - \$5,000	\$1.25	\$0.31
Option B - \$10,000	\$2.50	\$0.63
Option C - \$20,000	\$5.00	\$1.25
Option D - \$30,000	\$7.50	\$1.88
<p><i>Spouse Life coverage cannot be more than 100% of Employee Life (Basic + Supplemental). Coverage begins to reduce at employee's 65th birthday.</i></p>		
Dependent Child Life Insurance		
Option A - \$2,500	\$0.50	\$0.13
Option B - \$5,000	\$1.00	\$0.25
Option C - \$10,000	\$2.00	\$0.50
Option D - \$15,000	\$3.00	\$0.75
<p><i>Child Life coverage cannot be more than 100% of Employee Life (Basic + Supplemental). Coverage terminates when child ceases to be an eligible dependent.</i></p>		

Description	Monthly	Weekly (48 pay periods)
Voluntary Accidental Death & Dismemberment (AD&D)		
Option A - \$50,000		
EE Only	\$1.30	\$0.33
EE & Spouse	\$2.25	\$0.56
EE & Child(ren)	\$1.60	\$0.40
EE & Family	\$2.60	\$0.65
Option B - \$100,000		
EE Only	\$2.60	\$0.65
EE & Spouse	\$4.50	\$1.13
EE & Child(ren)	\$3.20	\$0.80
EE & Family	\$5.20	\$1.30
Option C - \$200,000		
EE Only	\$5.20	\$1.30
EE & Spouse	\$9.00	\$2.25
EE & Child(ren)	\$6.40	\$1.60
EE & Family	\$10.40	\$2.60
Option D - \$300,000		
EE Only	\$7.80	\$1.95
EE & Spouse	\$13.50	\$3.38
EE & Child(ren)	\$9.60	\$2.40
EE & Family	\$15.60	\$3.90
Voluntary Long Term Disability - Hourly employees		
Age	Rate Per \$100 Covered Salary	To calculate your premium:
Under 30	\$0.20	Base annual pay _____ (hourly rate x 2080)
30-34	\$0.22	
35-39	\$0.28	
40-44	\$0.36	Divide by 12 _____ (monthly base pay)
45-49	\$0.48	
50-54	\$0.67	
55-59	\$0.84	Round up to the nearest dollar _____
60-64	\$0.90	
65-69	\$1.04	Divide by 100 _____
70+	\$1.47	
		Multiply by rate in the table (monthly rate) _____
		Divide by 4 for Weekly _____

Interest Calculated through Includes Cadiz with out Jail Time Interest calculated through 12/31/10

Name	Our Model	Interest	Employer's Model	Interest	Model Using Dept. Comparators	Interest
Alvarez	\$ 91,977.45	\$ 9,375.00	\$ 87,288.00	\$ 8,173.00	\$ 87,288.00	\$ 8,173.00
Cadiz	\$ 100,309.09	\$ 9,552.00	\$ 74,459.00	\$ 7,521.00	\$ 125,030.62	\$ 10,303.00
Murchison	\$ 93,152.40	\$ 5,895.00	\$ 66,092.49	\$ 4,193.00	\$ 102,705.00	\$ 5,208.00
Quarles	\$ 114,583.00	\$ 11,370.00	\$ 55,297.36	\$ 6,476.00	\$ 94,758.00	\$ 7,023.00
Total	\$ 400,021.94	\$ 36,192.00	\$ 283,136.85	\$ 26,363.00	\$ 409,781.62	\$ 30,707.00
Our Original Model total backpay plus Interest \$ 436,213.94						
Nadler's Model Total Backpay Plus Interest \$ 309,499.85						
All Comparator's Model Backpay Plus Interest \$ 440,488.62						

Interest Calculated through 12/31/10

Name	Our Model	Interest	Employer's Model	Interest	Model Using Dept. Comparators Minus Cadiz Jail time	Interest
Alvarez	\$ 91,977.45	\$ 9,375.00	\$ 87,288.00	\$ 8,173.00	\$ 87,288.00	\$ 8,173.00
Cadiz	\$ 100,309.09	\$ 9,552.00	\$ 74,459.00	\$ 7,521.00	\$ 123,923.00	\$ 10,206.00
Murchison	\$ 93,152.40	\$ 5,895.00	\$ 66,092.49	\$ 4,193.00	\$ 102,705.00	\$ 5,208.00
Quarles	\$ 114,583.00	\$ 11,370.00	\$ 55,297.36	\$ 6,476.00	\$ 94,758.00	\$ 7,023.00
Totals	\$ 400,021.94	\$ 36,192.00	\$ 283,136.85	\$ 26,363.00	\$ 408,674.00	\$ 30,610.00
Our Original Model total backpay plus Interest \$ 436,213.94						
Nadler's Model Total Backpay Plus Interest \$ 309,499.85						
All Comparator's Model Backpay Plus Interest \$ 439,284.00						

Suspensions Interest Calculated through 12/13/10

Name	Backpay	Interest	Total
Alvarez	\$ 382.78	\$ 62.00	\$ 444.78
Broughton	\$ 348.11	\$ 57.00	\$ 405.11
Cadiz	\$ 333.82	\$ 61.00	\$ 394.82
Foerster	\$ 407.55	\$ 91.00	\$ 498.55
Murchison	\$ 353.21	\$ 58.00	\$ 411.21
Quarles	\$ 361.01	\$ 88.00	\$ 449.01
Rexrode	\$ 164.16	\$ 16.00	\$ 180.16
Totals	\$ 2,350.64	\$ 433.00	\$ 2,783.64

Employer's Total Liability through 12/13/10 Includes Cadiz with Jail Time

Our Original Model total backpay plus Interest plus suspensions plus interest	\$	438,997.58
Nadler's Model Total Backpay Plus Interest plus suspensions plus interest	\$	312,283.49
All Comparator's Model Backpay Plus Interest plus suspensions plus interest	\$	442,067.64
All Comparator's Model Backpay Plus Interest plus suspensions plus interest Without Jail Time for Cadiz	\$	443,272.26

Rafael Alvarez Nadler and All Comparators Model

Fired September 6, 2007
 Was mechanic trainee
 Wage rate: 1/1/07 \$17.00; 1/1/08 \$17.51

Quarter	Regular Hours V. Morrison	OT Hours V. Morrison	Regular Hours R. Fitch	OT Hours R. Fitch	Average Regular Hours	Average OT Hours	Alvarez Wage Rate	Alvarez OT Rate	Alvarez Backpay	Alvarez Interim Employer	Alvarez Interim Earnings	Alvarez Net Backpay
3rd 2007			160.5	23.5			\$ 17.00	\$ 25.50	\$ 2,728.50			\$ 2,728.50
4th 2007			532.5	131.5			\$ 17.00	\$ 25.50	\$ 9,052.50			\$ 9,052.50
1st 2008	425.0	29.5	524.5	93.5	474.75	61.5	\$ 17.51	\$ 26.26	\$ 9,927.86	JRP Services	\$ 583.32	\$ 10,867.76
2nd 2008	506.0	67	527.5	116	516.75	91.5	\$ 17.51	\$ 26.26	\$ 11,451.08	JRP Services	\$ 1,749.96	\$ 10,220.95
3rd 2008	517.0	119.75	525.26	97	521.13	108.375	\$ 17.51	\$ 26.26	\$ 11,970.91	JRP Services	\$ 1,749.96	\$ 9,975.69
4th 2008	516.0	143.75	478.75	86	497.375	114.875	\$ 17.51	\$ 26.26	\$ 11,725.65	JRP Services	\$ 1,749.96	\$ 8,073.01
1st 2009	516.0	18	523.5	37	519.75	27.5	\$ 17.51	\$ 26.26	\$ 9,822.97	JRP Services	\$ 1,749.96	\$ 8,044.33
2nd 2009	512.0	5	520	9.5	516	7.25	\$ 17.51	\$ 26.26	\$ 9,225.55	JRP Services	\$ 1,181.22	\$ 8,044.33
3rd 2009	518.5	86.75	520	87.75	519.25	87.25	\$ 17.51	\$ 26.26	\$ 11,383.25			\$ 11,383.25

\$ 80,273.86

Gabriel Cadiz fired June 17, 2007 All Comparators Model Deducting Jail Time

Quarter	Comparators	Average Reg. Hours	Average OT Hours	Cadiz Hourly Rate	Cadiz OT Rate	Backpay Due Cadiz Reg Hrs	Backpay Due Cadiz OT Hrs	Total Backpay Due Cadiz	Interim Employer Performance Staffing (3wks@\$9/hr. 40 hours)	Interim Earnings	Net Backpay Due Cadiz	Interest
2nd 2007	D. Edwards D. Forester J. Rainey D. Kane G. Benneman D. Pierce S. Morrison R. Broughton	307	112.19	\$ 14.94	\$ 22.41	\$ 4,586.58	\$2,514.18	\$ 7,100.76	Performance Staffing (3wks@\$9/hr. 40 hours)	\$ 1,080.00	\$ 6,020.76	

3rd 2007	D. Edwards D. Forester J. Rainey D. Kane G. Benneman D. Pierce S. Morrison	526.32	196.68	\$ 14.94	\$ 22.41	\$ 7,863.22	\$ 4,407.60	\$ 12,270.82	Performance Staffing (1 wk @\$9/hr 40 hours)	\$ 360.00	\$ 11,910.82	
4th 2007	D. Forester J. Rainey D. Kane G. Benneman D. Pierce S. Morrison J. Kane	527.18	131.75	\$ 14.94	\$ 22.41	\$ 7,876.07	\$ 2,952.52	\$ 10,828.59			\$ 10,828.59	

Gabriel Cadiz fired June 17, 2007 All Comparators Model Deducting Jail Time

Quarter	Comparators	Average Reg. Hours	Average OT Hours	Cadiz Hourly Rate	Cadiz OT Rate	Backpay Due Cadiz Reg. Hrs	Backpay Due Cadiz OT Hrs	Total Backpay Due Cadiz	Interim Employer	Interim Earnings	Net Backpay Due Cadiz	Interest
1st 2008	D. Forester J. Rainey G. Benneman D. Pierce S. Morrison M. Murchison	416.79	117.55	\$ 15.39	\$ 23.28	\$ 6,414.40	\$ 2,736.56	\$ 9,150.96			\$ 9,150.96	
2nd 2008	D. Forester J. Rainey G. Benneman D. Pierce S. Morrison	343.6	83.5	\$ 15.39	\$ 23.28	\$ 5,288.00	\$ 1,943.88	\$ 7,231.88			\$ 7,231.88	
3rd 2008	D. Forester J. Rainey G. Benneman D. Pierce S. Morrison C. Shane	486	146.63	\$ 15.39	\$ 23.28	\$ 7,479.54	\$ 3,413.55	\$ 10,893.09	Cadiz not available for work Sept. 26, 29, 30, 2008 incarcerated	\$369.36	\$ 10,523.73	
Cadiz incarceration: 3 days = 24 hours @ \$15.39 per hour = \$369.36 credit to Employer												
\$ 369.36												
4th 2008	D. Forester J. Rainey G. Benneman D. Pierce C. Shane	502.45	130.5	\$ 15.39	\$ 23.28	\$ 7,732.71	\$ 3,038.04	\$ 10,770.75	Cadiz not available for work Oct. 1, 2, 3, 6, 7, 8, 2008 incarcerated	738.72	\$ 10,032.03	
Cadiz incarceration 6 days = 48 hours @ 15.39 per hour = \$738.72 credit to Employer												
1st 2009	D. Forester J. Rainey	519.75	15.94	\$ 15.39	\$ 23.28	\$ 7,998.95	\$ 371.08	\$ 8,370.04			\$ 8,370.04	

Gabriel Cadiz fired June 17, 2007 All Comparators Model Deducting Jail Time

Quarter	Comparators	Average Reg. Hours	Average OT Hours	Cadiz Hourly Rate	Cadiz OT Rate	Backpay Due Cadiz Reg Hrs	Backpay Due Cadiz OT Hrs	Total Backpay Due Cadiz	Interim Employer	Interim Earnings	Net Backpay Due Cadiz	Interest
2nd 2009	G. Benneman											
	C. Shane											
	D. Forester	509.08	16.5	\$ 15.39	\$ 23.28	\$ 7,834.74	\$ 384.12	\$ 8,218.86			\$ 8,218.86	
3rd 2009	J. Rainey											
	C. Shane											
	D. Forester	526	155.83	\$ 15.39	\$ 23.28	\$ 8,095.14	\$ 3,627.72	\$ 11,722.86	Accu Staffing	12,672.00	0	
4th 2009	J. Rainey											
	C. Shane											
	D. Forester	523	164	\$ 15.39	\$ 23.28	\$ 8,048.97	\$ 3,817.92	\$ 11,866.89	Integrity Staffing and Wegmans	5,847.80	\$ 6,019.09	
1st 2010	J. Rainey											
	C. Shane											
	D. Forester	495.33	0.33	\$ 15.39	\$ 23.28	\$ 7,623.13	\$ 7.68	\$ 7,630.81			\$ 7,630.81	
2nd 2010	J. Rainey											
	C. Shane											
	D. Forester	690.33	79.33	\$ 15.39	\$ 23.28	\$ 10,624.18	\$ 1,846.80	\$ 12,470.98	Holiday Inn (3 wks @ \$10/hr average 27.5 hrs per week)	\$ 825.00	\$ 11,645.98	
3rd 2010	J. Rainey											
	C. Shane											
	D. Forester	693.33	71.17	\$ 15.39	\$ 23.28	\$ 10,670.35	\$ 1,656.84	\$ 12,327.19	Holiday Inn (8 wks @ \$10/hr average 27.5 hrs per week)	\$ 2,200.00	\$ 10,127.19	

Gabriel Cadiz fired June 17, 2007 All Comparators Model Deducting Jail Time

Quarter	Comparators	Average Reg. Hours	Average OT Hours	Cadiz Hourly Rate	Cadiz OT Rate	Backpay Due Cadiz Reg Hrs	Backpay Due Cadiz OT Hrs	Total Backpay Due Cadiz	Interim Employer	Interim Earnings	Net Backpay Due Cadiz	Interest
4th 2010	D. Forester	353.33	33.25	\$ 15.39	\$ 23.28	\$ 5,437.75	\$ 774.06	\$ 6,211.81			\$ 6,211.81	
	J. Rainey											
	C. Shane											

\$ 123,922.54

Michael Murchion fired May 1, 2008 All Comparators Model

Quarter	Comparators	Average Reg. Hours	Average OT Hours	Murchison Hourly Rate	Murchison OT Rate	Backpay Due Murchison Reg Hrs	Backpay Due Murchison OT Hrs	Total Backpay Due Murchison	Interim Employer	Interim Earnings	Net Backpay Due Murchison	Interest
4th 2009	D. Forester	523	164	\$ 15.91	\$ 23.87	\$ 8,320.93	\$ 3,913.86	\$ 12,234.79	Siam Books	\$ 1,425.60	\$ 10,809.19	
	J. Rainey											
	C. Shane											
1st 2010	D. Forester	495.33	0.33	\$ 15.91	\$ 23.87	\$ 7,880.70	\$ 7.88	\$ 7,888.58	Siam Books and Bettinger Co.	\$ 2,188.88	\$ 5,699.70	
	J. Rainey											
	C. Shane											
2nd 2010	D. Forester	690.33	79.33	\$ 15.91	\$ 23.87	\$ 10,983.15	\$ 1,893.21	\$ 12,876.36	Bettinger Co.	\$ 76.00	\$ 12,800.36	
	J. Rainey											
	C. Shane											
3rd 2010	D. Forester	693.33	71.17	\$ 15.91	\$ 23.87	\$ 11,030.88	\$ 1,698.47	\$ 12,729.35			\$ 12,729.35	
	J. Rainey											
	C. Shane											
4th 2010	D. Forester	353.33	33.25	\$ 15.91	\$ 23.87	\$ 5,621.48	\$ 793.51	\$ 6,414.99			\$ 6,414.99	
	J. Rainey											
	C. Shane											

\$ 102,663.89

James Quarles fired 2/23/07 All Comparators Model

Quarter	Comparators	Average Reg. Hours	Average OT Hours	Quarles Hourly Rate	Quarles OT Rate	Backpay Due Quarles Reg Hrs	Backpay Due Quarles OT Hrs	Total Backpay Due Quarles	Interim Employer	Interim Earnings	Net Backpay Due Quarles	Interest
1st 2009	M. Kieban	513.25	7.94	\$ 15.39	\$ 23.09	\$ 7,898.92	\$ 183.29	\$ 8,082.21	Waste Management	\$ 480.00	\$ 7,602.21	
	R. Weber											
	M. Bond											
2nd 2009	M. Bond	517.63	27.94	\$ 15.39	\$ 23.09	\$ 7,966.33	\$ 644.99	\$ 8,611.32	Mercer Wrecking	\$ 987.00	\$ 7,624.32	
	W. Schaub											
	M. Kieban											
3rd 2009	M. Bond	513.25	83.19	\$ 15.39	\$ 23.09	\$ 7,898.92	\$ 1,920.44	\$ 9,819.36	East Simms Metal Management	\$ 3,139.50	\$ 6,679.86	
	W. Schaub											
	M. Kieban											
4th 2009	M. Bond	516.44	126.25	\$ 15.39	\$ 23.09	\$ 7,948.01	\$ 2,914.48	\$ 10,862.49	East Simms Metal Management	\$ 2,610.50	\$ 8,251.99	
	W. Schaub											
	M. Kieban											
1st 2010	M. Bond	704	0	\$ 15.39	\$ 23.09	\$ 10,834.56	\$ -	\$ 10,834.56	East Simms Metal Management and Simms Metal Management	\$ 3,921.50	\$ 6,913.06	

James Quarles fired 2/23/07 All Comparators Model

Quarter	Comparators	Average Reg. Hours	Average OT Hours	Quarles Hourly Rate	Quarles OT Rate	Backpay Due Quarles Reg Hrs	Backpay Due Quarles OT Hrs	Total Backpay Due Quarles	Interim Employer	Interim Earnings	Net Backpay Due Quarles	Interest
	W. Schaub											
	M. Kleban											
	R. Weber											
2nd 2010	M. Bond	772.38	90.69	\$ 15.39	\$ 23.09	\$ 11,886.93	\$ 2,093.58	\$ 13,980.51	East Simms Metal Management and Academy Recycling	\$ 3,051.14	\$ 10,929.37	
	W. Schaub											
	M. Kleban											
	R. Weber											
3rd 2010	M. Bond	773.81	96	\$ 15.39	\$ 23.09	\$ 11,908.94	\$ 2,216.16	\$ 14,125.10	East Simms Metal Management and Academy Recycling	\$ 2,984.64	\$ 11,140.46	
	W. Schaub											
	M. Kleban											
	R. Weber											
4th 2010	M. Bond	418	57.88	\$ 15.39	\$ 23.09	\$ 6,433.02	\$ 1,336.16	\$ 7,769.18	Simms Metal Management	\$ 248.72	\$ 7,520.46	
	W. Schaub											
	M. Kleban											
	R. Weber											
Total											\$ 94,757.54	



United States Government
NATIONAL LABOR RELATIONS BOARD
Region Four
615 Chestnut Street - Seventh Floor
Philadelphia, PA 19106-4404

Telephone: (215) 597-7601
Fax: (215) 597-7658

January 26, 2010

Frank Bankard, Organizer
International Union of Operating
Engineers Local 542, AFL-CIO
1375 Virginia Drive
Suite 100
Fort Washington, PA 19034

Re: Hanson Aggregates B.M.C., Inc.
Cases 4-CA-33330, 4-CA-33508,
4-CA-33547, 4-CA-34290, 4-CA-34362
4-CA-34363 and 4-CA-34378

Dear Mr. Bankard:

This is in response to your request for copies of all checks covering health insurance premium reimbursements and interest that were submitted to the Region by Hanson and copies of letters that the Region sent to the discriminatees when the checks were mailed to them. In order to provide you with all of the information that the Region possesses in connection with these payments, the Region has enclosed a summary specifying the names of each person who received a check, the gross amounts of the health insurance premium reimbursements, the specific taxes that were withheld from the health insurance premium reimbursements, the net amounts of the health insurance premium reimbursement checks, and the amounts of the interest checks. As Board Agent Elana Hollo has previously explained to you, the health insurance premium reimbursements were treated as wages, because they were previously paid for with pre-tax dollars.

As of today's date, the Region has only received interest checks for Gabriel Cadiz and James Lamb. The Region is currently awaiting health insurance premium reimbursement checks for each of them. When these additional checks are received, the Region will send both checks to Cadiz and Lamb. Andrew Carlin and Andrew Macgonaghy only received one check each because of the relatively small amounts owed to each of them. One check was sent reflecting both the reimbursement and interest payments due to them.

As to copies of the letters transmitting the checks, the Region's letter merely indicated that the checks were enclosed and listed the respective amounts. I trust the foregoing is responsive to your inquiry.

Very truly yours,

Dorothy L. Moore-Duncan

DOROTHY L. MOORE-DUNCAN
Regional Director

cc:

Mr. Louis Agre, Esquire, International Union of Operating Engineers Local 542, AFL-CIO, 1375
Virginia Drive, Suite 100, Fort Washington, PA 19034

Enclosure

DMD/tsl

SUMMARY OF AMOUNTS RECEIVED BY DISCRIMINATEES

NAME	GROSS AMOUNT	FED W/H TAX	FICA	MEDICARE	PA TAX	PA SUI	PA TOWNSHIP	PA TOWNSHIP	CITY TAX	NET AMOUNT	INTEREST AMOUNT
Rafael Alvarez	161.77	40.44	10.03	2.35	4.97	0.10	20.00		6.36	77.52	29.03
Robert Ashton, Jr.	1848.74	462.19	114.62	26.81	56.76	1.11	18.49			1168.76	215.14
George Benneman	708.46	177.12	43.92	10.28	21.75	0.43	7.08			447.88	78.74
Eugene Benson	68.25	17.06	4.23	0.99	2.10	0.04	20.00	0.68		23.15	15.50
Musaali Bond	486.35	121.59	30.16	7.05	14.93	0.29	20.00		19.11	293.22	37.60
Robert Broughton	53.55	13.39	3.32	0.78	1.64	0.03	20.00		2.10	12.29	8.95
Louis Callahan	263.36	65.84	16.33	3.82	8.09	0.16	20.00	2.63		146.49	45.28
Juan Cotto	3.50	0.88	0.22	0.05	0.11				0.14	2.10	0.96
Gabriel Cadiz											3.15
Andrew Carlin											4.78
Donald Edwards	741.71	185.43	45.99	10.75	22.77	0.45		7.42		272.81	86.94
Anne Filkins	1849.74	462.44	114.68	26.82	56.79	1.11	18.50			1169.40	215.31
Donald Filkins	222.30	55.58	13.79	3.22	6.82	0.13		2.22		140.54	21.85
Richard Fitch	598.53	149.63	37.11	8.68	18.37	0.36		5.99		378.39	29.99
Klaus Juergen Frede	1849.74	462.44	114.68	26.82	56.79	1.11	18.50			1169.40	215.31
Darlene Foerster	741.71	185.43	45.99	10.75	22.77	0.45		7.42		468.90	86.94
Herman Gartner	36.00	9.00	2.23	0.52	1.11	0.02	20.00	0.36		2.76	9.89
Dennis Hellyer	1777.74	444.44	110.22	25.78	54.58	1.07		17.78		1123.87	196.44
Jason Kane	45.67	11.42	2.83	0.66	1.40	0.03	20.00	0.46		8.87	5.84
Daniel Kane	101.50	25.38	6.29	1.47	3.12	0.06	20.00	1.02		44.16	13.61
Michael Kleban	1849.28	462.32	114.66	26.82	56.77	1.11		18.49		1169.11	215.29
James Lamb											4.39
Joseph Leonard	1849.28	462.32	114.65	26.81	56.77	1.11		12.02	CR* 9.25	1166.35	215.29
Andrew Maconaghy											6.68
Michael Miner	315.24	78.81	19.55	4.57	9.68	0.19		2.05	CR* 1.58	198.81	24.37
Samantha Morrison	488.52	122.13	30.29	7.08	15.00	0.29		3.18	CR* 2.44	308.11	58.09
Victor Morrison	18.75	4.69	1.16	0.28	0.58	0.01		0.19		11.84	4.62
Donald Peirce	1214.22	303.56	75.29	17.60	37.28	0.73		7.89	CR* 6.07	765.80	93.87
James Quarles	243.16	60.79	15.08	3.53	7.47	0.15	20.00	1.58	CR* 1.22	133.34	55.83
Joseph Rainey	1849.74	462.44	114.69	26.82	56.79	1.11		18.50		1169.39	215.31
Todd Rexrode										95.58	16.48
Joseph Ricketts	1517.10	379.28	94.06	22.00	46.57	0.91		9.86	CR* 7.59	956.83	163.05
Christopher Schane	547.2	136.80	33.93	7.94	16.80	0.33		5.47		345.93	27.89
Kevin Solt	741.71	185.43	45.98	10.76	22.77	0.45		7.42		468.9	86.94
Clarence Sooby	1849.74	462.44	114.68	26.83	56.79	1.11		18.50		1169.39	215.31
Robert Weber	1849.74	462.44	114.68	26.83	56.79	1.11		18.50		1169.39	215.31
Matthew Williams	1849.74	462.44	114.69	26.82	56.79	1.11		18.50		1169.31	215.31

Hanson Aggregates BMC, Inc.
Cases 4-CA-33330 et al

* Council Rock SD, PA

Jonathan R. Nadler
Direct Phone: 215.241.7982
Email: jnadler@reedsmith.com

Reed Smith LLP
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103-7301
+1 215 851 8100
Fax +1 215 851 1420

September 19, 2011

Elana R. Hollo, Esq.
Senior Field Attorney
National Labor Relations Board, Region Four
615 Chestnut Street, Seventh Floor
Philadelphia, PA 19106-4404

Re: **Hanson Aggregates BMC, Inc. & IUOE Local 542
Cases 4-CA-33330, 4-CA-33508, 4-CA-33547, et al.**

Dear Ms. Hollo:

Following up on our recent conversation, I am writing to provide you with documentation and additional information confirming the Employer's compliance with the Board's September 30, 2008 Order in the matters above.

Because the Employer has complied in full with the Board's Order, the Employer requests that the Region formally close this case on compliance as soon as possible.

I. Retirement/Pension

As described in the March 22, 2011 letter from R. Randall Tracht, Esq., the relevant changes to defined benefit plan (i.e., pension benefits) were rescinded effective January 26, 2011. As of that date, affected employees resumed (or began) participation in the pension plan under the terms in effect as of July 2005, with full credit for benefit accruals, vesting service, and benefit service as if the Employer had not made the retirement benefit changes at issue in this case. A copy of this letter is enclosed as Tab A.

Thus, the Employer fully complied with that portion of the Board's Order requiring rescission of changes to retirement benefits (including pension benefits) no later than January 26, 2011.¹

As we have discussed, the Employer now has confirmed the rescission of these changes in writing to affected employees. Enclosed as Tab B are copies of updated pension statements

¹ Mr. Tracht's March 22, 2011 letter also details the rescission of changes to defined contribution (i.e., 401(k)) benefits in July 2010.

distributed to active unit employees between August 18 and August 22, 2011.² These statements confirm that these employees were returned to active participant status, with full retroactive credit (reflected in, *inter alia*, the line items captioned “Credited Service Date” and “Credited Service as of 12/31/2010”).

Enclosed as Tab C are updated pension statements sent directly to four individuals who also qualified for vesting but who are no longer employed (Eugene Benson, Andrew Carlin, Samantha Morrison, and James Quarles). These statements likewise confirm rescission of the relevant changes.

Enclosed as Tab D is a list of former employees who did not receive any updated pension statements, because they were not affected by the Employer’s rescission of the changes to pension benefits. (All but one of these former employees would not have been vested under the 2005 defined benefit plan at the time of their separation from employment; the remaining former employee, George Benneman, is deceased and did not list any surviving spouse within the meaning of the plan).

Therefore, the Employer submits that it fully complied with all aspects of the Board’s Order regarding retirement benefits no later than January 26, 2011.

II. The Union’s Failure to Request Rescission of Wage Increases

As we have discussed on a number of occasions, the union has not requested rescission of the changes made to the comprehensive wage/compensation system (i.e., wage increases and elimination of the skill point program) (*see, e.g.*, my letter to you dated May 29, 2009 at p. 3). However, in an effort to expedite formal closure of compliance in this case, the Employer recently wrote to the union to confirm this point, and the union’s response indeed confirms that the union has not requested rescission.

Attached as Tab E is the relevant correspondence. By letter dated August 31, 2011, the Employer wrote to union representative Frank Bankard, and requested that if the union wished to rescind these changes to make that request to the Employer within 10 days.

In his response sent the same day, Bankard did not request that the changes be rescinded. Instead, he claimed that the union had been “clear” on this issue, and indicated the union would refuse to discuss the matter any further. Bankard also referenced a July 25, 2011 letter which he suggested communicated the union’s position on this issue. However that letter, also enclosed as Tab E, makes no reference of this issue.

² In the “Acknowledgment List” attached at Tab B, several employees did not indicate the date they signed the list and received their Pension Statements (Messrs. Rainey, Rickets, Schane and Solt). Each of those employees received their Pension Statement on August 18, 2011.

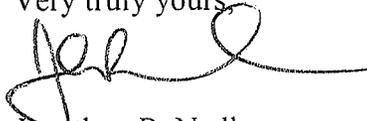
On September 2, the Employer responded to Bankard, and explained that because the union had not requested that these changes be rescinded, the Employer would not be taking any action regarding wage rates in connection with compliance in this case, and that the Employer had complied in full with the Board's Order. In response, Bankard claimed that the Employer had not complied with the Board's Order (but did not provide any specifics), and again indicated he would not discuss this issue with the Company any further.

Thus, the union now has made clear that it is not requesting rescission of the changes to the comprehensive wage/compensation system.

Accordingly, it is the Employer's position that it has complied in full with the Board's September 30, 2008 Order. If the Region believes that any compliance issues remain outstanding, please let me know. Otherwise, the Employer requests that the Region take all necessary steps to formally close and conclude this compliance matter as soon as possible.

Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Nadler', with a long horizontal flourish extending to the right.

Jonathan R. Nadler

Morgan, Lewis & Bockius LLP
One Oxford Centre
Thirty-Second Floor
Pittsburgh, PA 15219-6401
Tel: 412.560.3300
Fax: 412.560.7001
www.morganlewis.com

Morgan Lewis
C O U N S E L O R S A T L A W

R. Randall Tracht
Partner
412.560.3352
rtracht@morganlewis.com

March 22, 2011

Dorothy Moore-Duncan, Esq.
Regional Director
National Labor Relations Board, Region IV
615 Chestnut Street, 7th Fl.
Philadelphia, PA 19106-4404

Re: 4-CA-33330 *et al.* (Hanson Aggregates BMC, Inc.)
Compliance/Retirement Benefit Issues

Dear Ms. Moore-Duncan:

I am writing as legal counsel for Lehigh Hanson, Inc. and its subsidiaries and affiliates (including Hanson Aggregates BMC, Inc. (the "Employer")) with respect to employee benefit matters. This letter summarizes and certifies actions taken to effectuate compliance with the Board's Decision and Order dated September 30, 2008 in the matter above (the "Order"), regarding changes made to certain retirement benefits provided and/or offered to unit employees at the Penns Park facility.

As you know, the Region has been provided with detailed information regarding factual background on these issues in correspondence dated July 17, 2009 and April 19, 2010. In light of the Employer's understanding that, in accordance with the Order, the Union has requested rescission of changes made between approximately July 2005 and January 2006 regarding retirement benefits offered and/or provided to unit employees, this letter certifies that the Employer has taken the following steps to effectuate full compliance with the Order.

I. Individuals Employed at Penns Park Prior to July 1, 2005 Who Elected to Make NO CHANGES to Their Retirement Benefits.

For those unit employees employed at the Penns Park facility prior to July 1, 2005 who elected not to switch to participation in a different retirement plan, and instead to maintain their prior benefits, no compliance action is required. The retirement benefits offered and provided to these employees has remained unchanged at all relevant times. A list of these employees is attached as Tab 1.

EXHIBIT # 6b

March 22, 2011
Page 2

II. Individuals Employed at Penns Park Prior to July 1, 2005 Who DID Elect to Modify Their Retirement Benefits Effective January 1, 2006.

For those unit employees employed at the Penns Park facility prior to July 1, 2005, who **did** elect to modify their retirement benefits — whereby effective January 1, 2006 they ceased active participation in both the defined benefit plan ("Pension Plan")¹ and the existing defined contribution/401(k) plan (the "RSIP"), and instead began participation in the "enhanced" 401(k) plan (the "401(k) Retirement Plan") — the following steps have been taken:

With respect to defined contribution (401(k)) benefits:

- Effective with the payroll period ending July 17, 2010, these employees ceased participation in the 401(k) Retirement Plan, and resumed participation in the pre-2006 401(k) plan (now referred to as the Retirement Savings & Investment Plan for Collectively Bargained Employees ("RSIP CB")) under the terms in effect as of July 2005. Documents for both plans were amended to implement this action on July 16, 2010.
- These employees have been permitted to retain all amounts accrued in the 401(k) Retirement Plan since January 1, 2006 — including Employer contributions — subject to the vesting and other terms of those plans, and each employee's balance in the 401(k) Retirement Plan has been transferred back to the RSIP CB in January 2011.
- As investment elections and investment options have been the same in both the 401(k) Retirement Plan and the RSIP CB at all relevant times, no other adjustments are required.

With respect to defined benefit (pension) benefits:

- Effective January 26, 2011, these employees have resumed participation in the Pension Plan under the terms in effect as of July 2005, with full credit for benefit accruals, vesting service, and benefit service retroactive to January 1, 2006, subject to the Pension Plan's pre-existing eligibility and other requirements. The Pension Plan document was amended to implement these actions on January 26, 2011.²

¹ In 2005 and 2006 the name of the Pension Plan was the "Retirement Plan for Employees of Hanson Building Materials America." The current name of the Pension Plan is the "Retirement Plan for Employees of Lehigh Hanson."

² The timing of the Pension Plan amendment was different than the other plan amendments because the change was included in a larger amendment and restatement of the Pension Plan that was prepared in connection with certain required governmental filings.

March 22, 2011
Page 3

A list of these Employees is attached as Tab 2.

III. Individuals Hired at Penns Park On or After July 1, 2005

Unit employees hired at Penns Park on or after July 1, 2005 (list attached as Tab 3) were only offered participation in the new 401(k) Retirement Plan (subject to the eligibility and other terms of that Plan). With respect to these employees, the following steps have been taken:

With respect to defined contribution (401(k)) benefits:

- Effective with the payroll period ending July 17, 2010, these employees ceased participation in the 401(k) Retirement Plan, and began participation in the RSIP CB, under the terms in effect as of July 2005. Documents for both plans were amended to implement this action on July 16, 2010.
- These employees have been permitted to retain all amounts accrued (including Employer contributions) in the 401(k) Retirement Plan since January 1, 2006, subject to the vesting and other terms of those Plans, and each employee's balance in the 401(k) Retirement Plan was transferred back to the RSIP CB in January 2011.
- As investment elections and investment options have been the same in both the 401(k) Retirement Plan and the RSIP CB at all relevant times, no other adjustments are required.

With respect to defined benefit (pension) benefits:

- Effective January 26, 2011, these employees are participating in the Pension Plan under the terms of that Pension Plan in effect as of July 2005, with full retroactive credit for benefit accruals, vesting service, and benefit service under the terms of the Pension Plan relative to their date of hire, subject to the Pension Plan's pre-existing eligibility and other participation requirements. The Pension Plan document was amended to implement these actions on January 26, 2011.

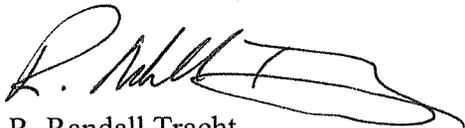
Thus, all changes to retirement benefits at issue in this matter have been rescinded, and no union Employees have incurred any loss or reduction in retirement benefits as a result of the now-rescinded changes. (In fact, to effectuate compliance quickly and efficiently, employees impacted by the change have been permitted both to keep the enhanced Employer contributions to their 401(k) plans (which they would not have received under the pre-2006 status quo), and will receive full retroactive credit under the defined benefit plan as if that plan had remained in effect from 2005 to the present.

I trust this information is helpful and demonstrates full satisfaction of the Employer's compliance obligations with respect to retirement benefits in the matter above. Please do not hesitate to

March 22, 2011
Page 4

contact me or Jonathan Nadler at Reed Smith LLP (215-241-7982) if you have any questions or if you would like to discuss these matters in more detail.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Randall Tracht". The signature is fluid and cursive, with a large, sweeping flourish at the end.

R. Randall Tracht

Enclosures

c: Elana Hollo, Esq. (w/encl.)
Jeff Carey (w/encl.)
Jonathon Nadler, Esq. (w/encl.)
Jim Guerriero (w/encl.)
Linda Geyer (w/encl.)

PENNS PARK UNION EMPLOYEES

Alpha Name	Current Pay Status	Union Code	Birth Date	Original Hire Date	Date Started	Date Term.	Elected to Make 401(k) Deferrals
Ashton Jr, Robert S	A	542PEN	9/14/1967	8/8/1988	6/15/2003		Yes
Benson, Eugene L	T	542PEN	1/12/1941	2/9/1995	6/15/2003	10/30/2006	Yes
Carlin, Andrew	T	542PEN	9/28/1967	1/18/2000	6/15/2003	1/9/2006	Yes
Edwards, Donald F	A	542PEN	3/10/1941	4/15/2003	6/15/2003		Yes
Filkins, Anne M	A	542PEN	9/20/1966	3/25/2002	6/15/2003		Yes
Filkins, Donald J	A	542PEN	1/7/1961	2/21/2000	2/21/2000		No
Fitch, Richard D	A	542PEN	7/19/1965	10/18/1999	6/15/2003		Yes
Foerster, Darlene	A	542PEN	9/22/1964	1/7/2002	6/15/2003		No
Frede, Klaus J	A	542PEN	7/5/1954	11/29/1989	6/15/2003		Yes
Hellyer, Dennis A	A	542PEN	4/13/1962	10/13/2003	10/13/2003		Yes
Lamb Jr, James J	T	542PEN	6/17/1956	3/19/2003	6/15/2003	1/16/2006	No
Orrick, Sharon E	LOA	542PEN	8/9/1959	11/25/2002	6/15/2003		No
Rainey, Joseph W	A	542PEN	11/8/1950	11/1/2000	6/15/2003		No
Ricketts, John S	A	542PEN	3/18/1959	5/12/1986	5/12/1986		Yes
Schaub, Warren E	A	542PEN	2/15/1962	6/1/1987	6/15/2003		Yes
Sooby, Clarence W	A	542PEN	7/5/1942	3/11/1996	6/15/2003		No

PENNS PARK UNION EMPLOYEES

Alpha Name	Current Paty Status	Union Code	Birth Date	Original Hire Date	Date Started	Date Term.	Elected to Make 401(k) Deferrals
Benneman, George F	T	542PEN	4/11/1957	11/4/1999	6/15/2003	4/6/2009	No
Herr II, Thomas J	T	542PEN	11/5/1947	7/8/2002	6/15/2003	7/24/2006	No
Kleban, Michael E	0	542PEN	9/23/1970	10/3/1994	6/15/2003		Yes
Leonard, Joseph J	0	542PEN	6/5/1959	5/31/1986	6/15/2003		No
Miner, Michael E	0	542PEN	8/5/1967	6/6/2005	6/6/2005		No
Morrison, Samantha A	0	542PEN	6/26/1984	8/20/2004	8/20/2004		No
Peirce, Donald E	0	542PEN	8/1/1963	8/30/2004	8/30/2004		No
Resch, Bryan M	T	542PEN	7/27/1960	4/15/2003	6/15/2003	5/4/2006	No
Rexrode, Todd C	T	542PEN	5/18/1983	9/3/2002	7/16/2007	7/10/2008	No
Solt, Kevin R	0	542PEN	8/26/1960	8/19/1981	6/15/2003		Yes
Weber, Robert J	0	542PEN	11/15/1956	3/17/1997	6/15/2003		No
Williams, Matthew L	0	542PEN	9/1/1978	12/10/2001	6/15/2003		Yes

PENNS PARK UNION EMPLOYEES

Alpha Name	Current Pay Status	Union Code	Birth Date	Orig Start Date	Started Date	Term. Date	Elected to Make 401(k) Deferrals
Alvarez, Rafael	T	542PEN	5/16/1972	6/5/2006	6/5/2006	9/17/2009	No
Bond, Musaali	A	542PEN	7/4/1971	6/12/2006	6/12/2006		No
Broughton, Robert	T	542PEN	5/16/1966	12/18/2006	12/18/2006	7/26/2007	No
Cadiz, Gabriel	T	542PEN	10/6/1987	1/22/2007	1/22/2007	2/11/2011	No
Callahan Jr, Louis S	T	542PEN	3/29/1982	2/20/2006	2/20/2006	1/25/2008	No
Cotto, Juan C	T	542PEN	5/11/1973	10/5/2006	10/5/2006	11/11/2009	No
Fann, Jesseca B	T	542PEN	7/14/1962	6/25/2008	6/25/2008	6/26/2008	NE*
Gartner, Herman J	T	542PEN	9/30/1970	8/4/2005	8/4/2005	2/22/2006	NE*
Gonzalez, David	T	542PEN	8/1/1972	10/2/2006	10/2/2006	12/12/2006	NE*
Hale, Gary C	A	542PEN	3/3/1964	3/8/2010	3/8/2010		No
Kane II, Daniel G	T	542PEN	11/12/1980	6/4/2007	6/4/2007	2/8/2008	NE*
Kane, Jason M	T	542PEN	12/14/1979	9/6/2007	9/6/2007	1/25/2008	NE*
Leone, Peter J	T	542PEN	4/14/1986	6/25/2008	6/25/2008	9/26/2008	NE*
Maconaghy, Andrew J	T	542PEN	4/20/1986	8/17/2005	8/17/2005	1/13/2006	NE*
Morrison, Victor M	A	542PEN	11/3/1981	1/4/2006	1/16/2008		No
Murchison, Michael A	T	542PEN	9/29/1976	5/30/2006	5/30/2006		No
Quarles, James E	T	542PEN	4/15/1980	12/5/2005	12/5/2005	3/17/2011	No
Schane, Christopher R	A	542PEN	9/28/1981	7/16/2008	7/16/2008		No
Thomas, Trevor L	T	542PEN	6/17/1983	1/30/2006	1/30/2006	2/4/2006	NE*

NE* - Not employed beyond the 6 month eligibility period.

Jonathan R. Nadler
Direct Phone: 215.241.7982
Email: jnadler@reedsmith.com

May 29, 2009

Elana R. Hollo, Esq.
Senior Field Attorney
National Labor Relations Board, Region Four
615 Chestnut Street, Seventh Floor
Philadelphia, PA 19106-4404

Hanson Aggregates BMC, Inc. & IUOE Local 542
Cases 4-CA-33330, 4-CA-33508, 4-CA-33547, et al.

Dear Ms. Hollo:

This will respond to your requests for information regarding: (1) the wage/skill point compensation system in place prior to January 1, 2006; and (2) Items Nos. 6-10 of the March 20, 2009 letter from Union organizer Frank Bankard purporting to demand rescission of various alleged unilateral changes.

I. Wages/Skill Points

A. Background

Prior to January 1, 2006, bargaining unit employees at the Penns Park facility were paid under a compensation system which included an individual base wage classified by "levels" in combination with a "skill point" component. This framework was in place when Hanson assumed operation of the facility in June 2003.

Under this system, each job classification contained three skill levels, ranging from Level 1 to Level 3, with a minimum base wage assigned to each level of each job classification then in use. See Exhibit A (listing of 2004 job classifications and base wage rates) (provided to Union October 8, 2004).

In conjunction with the base wage/level component, employees could earn "skill points" which would result in a wage increase of \$0.07/hour. Skill points could be obtained by moving up a level in a given job classification. See Exhibit A; see also Exhibit B (Skill Point description) (provided to Union October 8, 2004). Skill points also could be granted if an employee completed certain training or seminars. Id.

Throughout contract negotiations which began in 2004, the Employer consistently proposed replacing the existing system of wage levels/skill points with a comprehensive system of wages and job classifications which did not include skill points. Thus, on June 9, 2005, the Employer communicated a comprehensive proposal to revamp the compensation/job classification system, and the parties had extensive discussions on this topic. See Exhibit C. As with the proposal ultimately implemented in January 2006, under the June 9 proposal wages would be tied to newly-designed job classifications, with skill points eliminated from the proposed wage/job classification system.

Significantly, during negotiations on June 9 Union negotiator Mike Peterpaul acknowledged the comprehensive nature of the Employer's proposal, and remarked that there was no sense agreeing to the wage structure until there was agreement on the revised grade/classification system.

The Employer revised the details of this proposal on June 29, but left the basic framework intact: the existing job classification and wage/compensation system would be eliminated and replaced with a redesigned job classification and wage scale, without the skill point system. See Exhibit D.

The structure of that comprehensive wage/job classification proposal, without skill points, remained in the comprehensive contract proposals communicated by the Employer in August, September, and December 2005. See Exhibit E, Tabs 1-3. Under the December 2005 proposal, relevant portions of which were implemented in January 2006, the existing system of wages (including skill points) and job classifications was eliminated, and replaced with a revised wage scale including higher pay but the elimination of skill points, as well as a revised job classification system linked to the new wage system. See Exhibit E, Tab 3.

The union's understanding of the comprehensive and unitary nature of this proposal was made clear throughout negotiations. For example, as early as February 2, 2005, the union wrote to the Employer regarding the existing "skill point/level wage system" as well as the Employer's proposal to replace that system with a new wage schedule and job classifications, indicating that that the union might be willing to accept the revised system. See Exhibit F.¹ Similarly, during discussion of wages during negotiations on November 3, 2005, the union again acknowledged that the Employer's proposal included elimination of skill points component of compensation.

B. Make-Whole Relief For 2006-2009

You have requested information showing whether any employee would be entitled to make-whole relief under the Board's Order with respect to the elimination of the skill-point component of wages/compensation beginning in January 2006.

Attached as Exhibit G is a chart comparing wages (including skill point increases) which could have been earned for the period January 2006-May 12, 2009 under the 2005 compensation system (based on certain assumptions detailed below), with wages/lump sum payments actually received under the system implemented in January 2006.

Note that the calculations in Exhibit G are based on assumptions made solely for the purpose of expediting investigation and review of this issue at this time. In particular, the calculations in Exhibit G assume that all skill point increases which would have earned at any time during the 2006-09 period would apply beginning on January 1, 2006.

These calculations are based on actual hours worked for each year, adjusted for overtime (i.e., total adjusted hours consists of regular hours plus overtime hours multiplied by 1.5). Note also that the chart in Exhibit G covers all bargaining unit employees except for Richard Fitch and Klaus Juergen Frede, who are addressed in the calculations in Exhibit H and discussed below.

¹In that same letter, Frank Bankard demanded that the Employer rank and evaluate each of its employees according to 42 criteria, including their "body odor" and "treachery," and that management submit to psychiatric evaluations. This demand was repeated later in negotiations.

As the data in Exhibit G makes clear, each of the employees listed received more in implemented wage increases and/or lump sum payments that they would have earned from any skill point increases, even assuming that all skill point increases which could have been earned during the 2006-09 time period were applied on January 1, 2006; Therefore, as we have discussed, none of these employees is entitled to make-whole relief with respect to skill points.² See Republic Steel Corp. v. NLRB, 311 U.S. 7, 12 (1940) (purpose of make-whole remedy is to put employee in same position they would have been, not to create windfall); Master Appliance Corp., 164 NLRB 1189 (1967).

Enclosed as Exhibit H are calculations for unit employees Richard Fitch and Klaus Juergen Frede. For these calculations, it was assumed that any skill point increases which would have been earned in a given year would apply beginning January 1 of that year. Based on these assumptions, which also are made solely to expedite investigation and review of this matter, any skill point losses for Mr. Fitch were more than offset by the lump sum increases he received under the implemented wage/compensation system.

With respect to Mr. Frede, using these assumptions he would have earned an additional \$255.40 under the 2005 wage system including skill point increases. See Exhibit H.

C. The Union's Request to Reinstate the Skill Point Component of the 2005 Wage System

It is our understanding that the union has requested that the skill point component of the 2005 wage system be reinstated going forward, but that the union has not requested that the other interrelated components of the wage system (including the base wage rates that applied in 2005) be reinstated. Rather, the union has requested that only the skill point component of the 2005 wage/classification system be reinstated and grafted onto the wage system implemented in 2006, which provided substantial wage increases and/or lump sum payments as a replacement for the prior system.

As we have discussed, that request is not warranted by the Board's Order. Skill points were simply one integrated component of the comprehensive 2005 wage/compensation system. That unitary system was inextricably linked to the wage level system set forth in Exhibits A and B. Total wages were a function of job level, job classification, and skill points. That entire system was replaced with another comprehensive system, contained in Article XIX of the Employer's December 2005 comprehensive contract proposal. Under the implemented system, the prior system of wage levels and skill points was replaced with a new wage schedule providing wage increases and/or lump sum payments, eliminating the skill points system, and linking the new wages to the new job classifications.

The union's request to extract only the skill points component of the pre-2006 system and graft it onto the wage/compensation system implemented in 2006 would impose a different wage/compensation system never proposed by either party in negotiations. While under the

²As described above, the assumption used in these calculations that all skill point increases would apply on January 1, 2006 is made solely to illustrate the point that none of these employees in Exhibit G is entitled make-whole relief for skill points in light of offset/interim earnings from the Employer. However, should the Region or the Board determine that such interim earnings do not offset the alleged losses from the elimination of the skill points system, the Employer reserves the right to submit additional evidence detailing when each of the skill point increases referenced in Exhibits G and H would have been granted.

Board's Order the union has the option to seek rescission of the implemented wage system and thus return to the pre-2006 system as a whole, the union is not entitled to use the Order to implement what it has not achieved through bargaining, and cannot require implementation of a new comprehensive wage system which was never even bargained, let alone agreed to.

In support of its position, apparently the sole argument offered by the union is a claim (made without any pointing to any evidence) that the Employer had a practice of granting across-the-board increases to base wages prior to the January 2006 implementation. Based on this faulty premise, the union claims it is somehow entitled to demand reinstatement of only the skill points component of the 2005 wage system.

As we have discussed, that claim is false, and is flatly contradicted by the Regional Director's October 28, 2005 dismissal of the union's charge in 4-CA-34063. In that dismissal letter, the Regional Director found that following Hanson's acquisition of the Penns Park facility in mid-2003, the only wage increase granted was a one-time increase granted in April 2004, prior to the union's certification. The Regional Director further found that the amount of that increase was not fixed and varied among employees at the discretion of the Employer. Thus, the status quo did not include granting annual employee-wide wage increases.

Given this finding by the Regional Director, you have confirmed that your prior request for payroll records showing employee-wide wage increases at Penns Park is withdrawn, as that data is not necessary.

Accordingly, there is no basis in the Board's Order or otherwise to require the Employer to carve out the skill points component of the 2005 wage system and combine that with the wage and job classification system currently in place.

II. Items 6-10 of the Union's March 20, 2009 Letter

By letter dated March 20, 2009, the union demanded that certain alleged changes be rescinded as part of compliance with the Board's September 30, 2008 Order. As we have discussed, that letter was far from a model of clarity, and we have sought clarification of the union's requests from both the union and through your office. You have now requested the Employer's response to Items 6-10 of that letter.

Unfortunately, the union has unnecessarily delayed resolution of these issues and the compliance process by refusing to clarify its requests. During negotiations on April 1, 2009, the Company sought to review a number of questions regarding this letter, but the union ended the discussion and the meeting without addressing these questions. By letter dated April 6, the Company detailed its questions regarding the March 20 letter. See Exhibit I. On April 10, the union replied by refusing to clarify its requests. Id. On April 15, the Employer responded and again requested clarification, but again the union refused. Id. During negotiations on April 23 and again on May 13, the union again failed to clarify its requests. See Exhibit I. It was only on May 14, nearly two months later, that the union agreed to discuss these items in any detail.

As a threshold matter, as we have discussed, none of the topics addressed in Items 6-10 of the March 20 letter was litigated in the underlying Board proceeding, and none are at issue in any of the pending unfair labor practice charges referenced in your February 27, 2009 letter opening compliance. Further, in large part these allegations do not even involve matters that would implicate the Act. Therefore, the basis for investigating the merits of these allegations in this context is unclear. However, the Employer's response to these items is set forth below.

A. Item No. 6: Request to Restore Paid Coffee Break

Item No. 6 alleges that a paid 15 minute "coffee break" was eliminated for all but lead persons from 2006 to the present, and requests that the Employer "reinstate and reimburse all employees [for]" this break.

As the Employer repeatedly has explained to the union, no changes to the policies or practices regarding breaks were implemented in 2006 or at any other time since the union was certified. When asked to explain the basis or evidence for its claim, the union has made only the blanket allegation that a paid 15 minute coffee break was eliminated by lead persons, and has failed to provide any other detail or evidence to support this claim. This allegation is false. The existing practice has remained unchanged: employees working in production or in a position where they must leave their station to take a break (including crusher operator, HMA operator, plant operator, and pit loader) should provide notification (typically by radio) if they wish to take a break to use the restroom, get a drink, etc., a practice which remains in place.³ Therefore, there would no change to rescind even assuming this matter was within the scope of compliance.

B. Item No 7: Company-Owned Housing

Item No. 7 requests that the Employer "reimburse all payments made above company housing cost to bargaining unit members who were eligible for this housing option." The Employer has maintained the status quo at all times with respect to this issue and has not made any unilateral changes regarding the eligibility for or allocation of the housing units at issue. The union has been aware of these details regarding these housing units for years, and no changes whatsoever were put into place in connection with the January 2006 implementation. Further, although the Employer has discussed these matters with the union at length, under these circumstances matters regarding this optional housing do not constitute a mandatory subject of bargaining.

Hanson owns and rents four housing units directly adjacent to the Penns Park quarry, which were acquired when the Company assumed operation of the facility in 2003. By letter dated June 20, 2007, the union was provided with substantial detail regarding the rental arrangements for those four housing units. See Exhibit J. As was explained to the union, one of the units is rented by a supervisor, and a total of six bargaining unit employees rent the remaining three housing units. Leases were executed for three of these units prior to the union's certification in 2004. Prior to mid-2006, the fourth unit was occupied by individuals who had been employed by an entity which operated the quarry prior to 2003. In mid-2006, unit employees Mike Miner and Samantha Morrison learned that those former employees planned to vacate the housing unit, and approached the Employer about the possibility of renting it. In accordance with the existing first-come, first-served policy, the Employer agreed, and Miner and Morrison executed a lease effective June 1, 2006. Under that lease they pay monthly rent between \$600-\$700 per month, plus all utilities.

As a threshold matter, the housing units at issue do not affect terms and conditions of employment and therefore do not implicate the Act under these circumstances. The housing is optional and is not maintained to assure continuous availability of employees. Rather, there is more

³ Note that when this issue was discussed during negotiations on May 14, lead union negotiator Joe Giacini engaged in an outburst where he screamed at Jeff Carey and made reference to "... when I put your fucking head through that wall! And you can put that in writing!"

than sufficient non-Company housing others within a reasonable commuting area, which is where most employees live. The Employer charges a fair market rent. These housing units are extremely modest and old, and are adjacent to an active quarry operation, which results in the residents being subjected to the effects of frequent rock blasting and operation of quarry/plant machinery. The availability of housing to some unit employees under these circumstances simply does not affect terms and conditions of employment. See, e.g., Success Village Apartments, Inc., 350 NLRB 908 (2007).

Any suggestion by the union that it was unaware of this issue until now is disingenuous. The parties discussed this issue at length in 2007, and the Employer provided substantial information about these units including the leases. Further, all employees, including the union's stewards, knew about the Company housing from the time the union was certified. See, e.g., The Courier-Journal, 342 NLRB 1093 (2004) (stewards' notice of purported changes imputed to union); Arrow Line, 340 NLRB 1 (2003).

In any event, there were no improper unilateral changes in connection with the January 2006 implementation or otherwise. The leasing of the fourth housing unit to Miner and Morrison had no connection to the January 2006 implementation. As described above, the property became available when non-employees vacated the premises, and the Employer granted the request of Miner and Morrison to rent the property on a first-come, first-served basis.

Therefore, the union's requests with respect to this issue are misplaced and unwarranted.

C. Items No. 8-9: Request to Restore Time Recording Area and Break/Lunch Area

In Items Nos. 8-9, the union alleges that the time recording area and break/lunch areas were improperly moved or relocated in October 2005 or January 2006, and asks for location of these items to be "restored." This allegation fails to implicate the Act, and in any event is inaccurate.

Prior to 2003-04, on the south side of the facility there was a shop, break/lunch room (which also contained employee time clocks), and an office. At this time plans were implemented to move these functions to newly constructed structures on the north side of the facility. The new shop building was constructed in 2003 (with an addition to that structure completed in 2005). In 2004, the Employer relocated the employee time clocks and the break location to the area where the new shop is located. Soon thereafter, the Employer proceeded with the plan to demolish the old office, shop, and break/lunch building, and to begin mining operations where those structures once stood. Accordingly, those structures no longer exist, and that location is an active production area.

Thus, the union's allegation that the time clock and break area were moved in connection with the January 2006 implementation is simply incorrect.

Further, the relocation of time clocks and the break area does not implicate any mandatory subject of bargaining under these circumstances. Employees working in production typically drive to the shop/break area/time clock, and there is no substantial or material difference in the time required for employees to get to/from these areas. See, e.g., Rust Craft Broadcasting, 225 NLRB 327 (1976); Pan Am Grain, 343 NLRB 318 (2004). In fact, for employees working in the shop, these new areas are somewhat closer than they were prior to 2005.

Moreover, the union was on notice of these changes years ago, as all employees, including the union's stewards, were necessarily aware of these developments. See, e.g., The Courier-

Journal, 342 NLRB 1093 (2004) (stewards' notice of purported changes imputed to union); Arrow Line, 340 NLRB 1 (2003).

Because these relocations were not made in connection with the 2006 implementation, did not constitute improper unilateral changes, and occurred long before the events at issue in these matters, the union's requests to "restore" the prior arrangement and for other relief are unwarranted.

D. Item No. 10: Request to "Restore Conditions of Equipment"

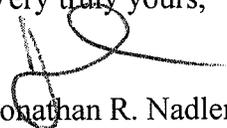
In Item No. 10, the union apparently alleges a change in the manner that "heavy equipment" is acquired or allocated. However, as with the alleged changes to "coffee breaks" there have simply been no changes to the status quo, and the union has failed to provide any other detail or evidence regarding this claim. Heavy equipment used by an employee is replaced as necessary for the operation, based on the condition of the equipment and related business needs, and there has been no change in this practice. Moreover, as was explained to the union during negotiations on May 14, only one such piece of equipment has been replaced in approximately the last four years. As there has been no change to the status quo, there is nothing to rescind or restore.

Further, under these circumstances the issue raised does not implicate a mandatory subject of bargaining, as the union does not even allege any changes that are material, substantial, and significant. The particular piece of equipment used by an employee has no significant effect on the job of any employee, and the acquisition of a piece of equipment is a core entrepreneurial decision. See, e.g., Westinghouse Elec. Corp., 150 NLRB 1574 (1965); Ead Motors, 346 NLRB 1060 (2006).

Therefore, because there have been no changes to the status quo, and this issue does not involve a mandatory subject of bargaining, the union's request on this issue is unfounded.

I trust this information is helpful. Please contact me with any questions you might have.

Very truly yours,



Jonathan R. Nadler

Enclosures

BMC- Penns Park Job Rates @ 04/05/04

<u>Job Description</u>	<u>Job Type</u>	<u>Level 1 Class C Minimum</u>	<u>Level 2 Class B Minimum</u>	<u>Level 3 Class A Minimum</u>	
Quarry - Truck Driver/Labor	160039	\$13.45	\$13.95	\$14.45	
Quarry - Product Loader Operator	097125	\$15.00	\$15.50	\$16.00	
Quarry - Face Loader Operator	097125	\$15.00	\$15.50	\$16.00	
Quarry - Maintenance	083002	\$15.50	\$16.00	\$16.50	
Quarry - Primary Crusher Opr.	097057	\$14.45	\$14.95	\$15.45	
Quarry - Tertiary Crusher Opr.	097057	\$14.45	\$14.95	\$15.45	
Asphalt Plant - Loader Opr.	097125	\$14.95	\$15.45	\$15.95	
Asphalt Plant - BTP Opr.	004031	\$14.95	\$15.45	\$15.95	
Central Services - Mechanic	067000	\$18.70	\$19.20	\$19.70	
Central Services - Welder	170000	\$18.70	\$19.20	\$19.70	
Shift Differential - \$.25/Hr.					
\$ Value of Skill Points - \$.07/per point		1 point	2 points	3 points	

Hourly Job Classifications

Penns Park - Stone

Loader Operator

- Class C - Entry level - feed bins, hoppers & Portable Crusher
- Class B - Load over the road trucks proficiently using scale. Scrape & level area
- Class A - Load shot material in pit; keep floors & ramps clean & smooth

Plant Operator

- Class C - Entry level - Portable Plant Operator
- Class B - Tertiary plant operator - operate and maintain plant as needed
- Class A - Primary plant operator - operate and maintain plant as needed

Maintenance

- Class C - Entry level - general maintenance of plant including greasing & oiling, site, clean-up plants, lunchroom, empty trashcans
- Class B - Change pulleys, bearings, idlers, splice conveyor belts, change screen cloth
- Class A - Rebuild screens (bearings) & crushers, troubleshoot plant problems & repair. Weld & fabricate as needed for plants (stick weld, burn & braze) Certificate required or manager approval
- Class A/Welder - Weld with mig, flux core & aluminum; requires certificate

Haul Truck Operator/Laborer

- Class C - Entry level - training
- Class B - Operate truck & help with general plant maintenance
- Class A - Operate water truck, able to train new hires

*Skid Loader?
under maint - tire/c
no skill needed*

Equipment Operator

- Class C - Entry level - able to operate backhoe - dig to grade as needed
- Class B - Able to operate grader - grade & smooth haul roads & yard area
- Class A - Able to operate dozer (D8) - push & grade as needed (stock piles, overburden, ramps)
- Class A/Crane Operator (15 ton setup) - rig & operate as needed

Lead Person

- Class C - Entry level - run a small crew (1-2) men on small project or job
- Class B - Run larger crew (3-6) men on larger project or job
- Class A - Run shift, have good general site knowledge

- New hire - 90 day probation for all classes
- All change of class require 6 months hands on experience or certificate
- Supervisor must approve all class changes & skill point assessments
- Training on equipment will occur in slow or down periods

Hourly Job Classifications Penns Park -- Asphalt

Loader Operator

- Class C Entry Level. Feed cold feed bins
- Class B Maintain stockpile & chop-chute area; scrape & grade a level surface
- Class A Load over the road trucks (tri-axel) and be proficient in C & B

Plant Operator

- Class C Entry Level. Ground man at either the Batch or Drum Plant, maintains site appearance, greases plant, and completes minor maintenance.
- Class B Can operate either the Batch or Drum Plant on his/her own. Communicates well with customers, scale house, and sales department
- Class A Can efficiently operate and maintain both Batch and Drum Plant. Proficient in C & B.

Maintenance Person

- Class C Entry Level. General plant maintenance (greasing, oiling), site clean up, report maintenance problems to supervisor
- Class B Trouble shoots and repairs minor plant problems; can change the following: pulleys, bearings, idlers, splice-conveyors, screen cloth, dust collector bags, & sheaves.
- Class A Weld and fabricate as needed for plants (stick weld and burn) Trouble shoots and repairs most plant problems; can change the following: screen bearings, mixer rebuild, dryer rebuild, train dryer, slat chain, slat hubs, motors, & reducers.

Lead Person

- Class C Run small crew (1-2) men on small project or job
- Class B Run larger crew (3-5) men on large project or job
- Class A Can be left in charge of operation while Manager is off

Equipment Operator

- Class C Run all of the following: forklift, mustang, man-lift, dump truck
- Class B Run all of the following and Class C: tri-axel, hull truck, dozer, loader
- Class A Run 2 of the following and Class C & B: excavator, grader, crane

Other Skill Points: Attend class/school outside of work. Needs manager's approval.

All change of class requires a period of hands on experience before skill point will be awarded

Skill Points

- All new hires receive the minimum base rate for the position they are hired (Level)
- After 90 days (3 months) they will be evaluated. They may be increased to the next skill level (Ex. From Level 1 to Level 2) for their position and in addition may receive Skill Points for additional skills they may have learned.
- Supervisors must request that an employee receive skill points and determine when they are ready to move from one level to another.
- All skill points received must be approved by the President. Employees will receive a certificate showing the level they are assigned for a particular classification. Upon receiving skill points for a position that is not their primary job, an employee is required to agree to work on that job when assigned by his supervisor. (Ex. - Hired as haul truck driver but receives skill points for operating loader.)
- Employees attending outside classes (approved by management) will receive skill points upon successfully completing training.
- Employees will also receive skill points when attending seminars designed to improve their knowledge and skills upon receiving certificates of attendance or completion.

Grades and Job Classifications Penns Park Quarry				
Grade	Job Classification	2005 Rate (\$/hour)	2006 Rate (\$/hour)	2007 Rate (\$/hour)
1	General Labor/Helper General	\$ 13.00	\$ 13.33	\$ 13.66
2	Utility Person	\$ 13.50	\$ 13.84	\$ 14.18
3	Operator Trainee Maintenance Trainee Lube Tech	\$ 14.00	\$ 14.35	\$ 14.71
4	Haul Unit Operator Loader Operator I Plant Operator I	\$ 14.50	\$ 14.86	\$ 15.23
5	Equipment Operator Loader Operator II HMA Plant Operator I Mechanic Trainee Plant Maintenance I Plant Operator II	\$ 16.00	\$ 16.40	\$ 16.81
6	HMA Plant Operator II Loader Operator III Mechanic I Plant Maintenance II	\$ 18.00	\$ 18.45	\$ 18.91
7	Mechanic II Lead Person/Crew Leader	\$ 20.00	\$ 20.50	\$ 21.01

Hourly Job Description Guide

01:31 AM
6/19

Position	Grade	Description
General Labor/ Helper General	1	Primary duties include, but not limited to performing a variety of unskilled tasks or labor operations throughout the facility. Duties may include cleaning, washing, sweeping, shoveling, loading/unloading, and assisting in maintenance work. This is an entry level position which requires few skills and no experience. OK
Utility Person	2	Primary duties include, but not limited to performing a variety of production jobs, or semi-skilled labor including acting as helper or apprentice to the various other production crew leaders, operators, assisting in maintenance, cleanup, and other miscellaneous duties, operating a pick-up truck, service or fuel truck, or other such machinery such as skid steer or backhoe, while developing skills as a trainee to transition into a more skilled role in operating plant machinery or equipment. Individuals in these positions will normally have acquired two or more skills and can functioning two or more areas of the facility with limited supervision.
Operator Trainee	3	Possesses skills of Utility Person and is training for more skilled role as a mobile or stationary equipment operator; or is hired to train as a mobile or stationary equipment operator.
Maintenance Trainee	3	Possesses skills of Utility Person and is training for a more skilled role in plant maintenance.
Lube Tech	3	Primary duties include greasing stationary and mobile equipment and/or performing preventative maintenance on stationary and mobile equipment.
Loader Operator I	4	Primary duty includes operateing a front end loader to feed bins, hoppers, and feeders at processing or HMA plants.
Plant Operator I	4	Primary duties include operating processing plants (crushing and/or screening, scalping or rap plants.)
Haul Unit Operator	4	Primary duties include operating haul units such as tri-axes, articulated dumps, quarry trucks, and water truck.
Equipment Operator	4	Primary duties include operating equipment such as dozer, grader, excavator, and crane. For such tasks as pushing, leveling, digging, and lifting of material.
Loader Operator II	5	Primary duties include loading over the road vehicles, includes yard and road maintenance, and loading bin and stockpile vehicles and stemming of drill holes. Possess skill as Loader Oper. I.
Plant Operator II	5	Primary duties include being qualified to operate, maintain, repair, troubleshoot all aspects of the processing plants (Primary, Secondary, Tertiary Plants) without supervision.
HMA Plant Operator I	5	Primary duties include being qualified to operate and maintain a HMA plant with limited supervision
Mechanic Trainee	5	Primary duties include assisting Mechanics in repair and maintenance of mobile equipment. Possesses general mechanical skills. Requires general supervision.
Plant Maintenance I	5	Primary duties include performing general maintenance and repair of crushing and screening equipment with supervision. Can perform some welding and cutting tasks.
HMA Plant Operator II	6	Primary duties include being qualified to operate, maintain, repair, troubleshoot all aspects of HMA operations with no supervision.
Mechanic I	6	Performs inspections, repair, diagnostics, and maintenance of all mobile and stationary equipment with limited supervision.
Plant Maintenance II	6	Inspect, diagnose, and perform repair and maintenance of all plant equipment. Primary responsibilities may include repairs to crushing, screening, conveying, pumping and HMA equipment, and perform brazing, welding, arc-welding and cutting tasks. Install and replace bearings, speed reducers, shafts, pulleys, idlers, motors, couplings, ect. Makes major repairs to crushers, screens, conveyors, pumps, feeders, hydraulic systems and HMA equipment. Requires no supervision. OK
Loader Operator III	6	Primary duties include loading shot or other material for production, stripping, stockpiling operations. Possess skills of Loader Operator I and II.
Mechanic II	7	Inspects, diagnoses, and performs repair and maintenance of all mobile and stationary equipment with no supervision.
Lead Person/ Crew leader	7	Person designated by management to direct the work force in addition to performing his/her normal classification duties.

Hourly Job Description Guide

Presented
6-9-05a
3:13pm

Position	Grade	Description
General Labor/ Helper General	1	Primary duties include, but not limited to performing a variety of unskilled tasks or labor operations throughout the facility. Duties may include cleaning, washing, sweeping, shoveling, loading/unloading, and assisting in maintenance work. This is a position which requires few skills and no experience.
Utility Person	2	Primary duties include, but not limited to performing a variety of production jobs, or semi-skilled labor including acting as helper to the various other production crew leaders, operators, assisting in maintenance, cleanup, and other miscellaneous duties, operating a pick-up truck, service truck, or other such machinery such as skid steer or backhoe in the performance of clean up or general maintenance work.
Operator Trainee	3	Possesses skills of Utility Person and is training for more skilled role as a mobile or stationary equipment operator; or is hired to train as a mobile or stationary equipment operator.
Maintenance Trainee	3	Possesses skills of Utility Person and is training for a more skilled role in plant maintenance.
Lube Tech	3	Primary duties include greasing stationary and mobile equipment and/or performing preventative maintenance on stationary and mobile equipment.
Loader Operator I	4	Primary duty includes operating a front end loader to feed bins, hoppers, and feeders at processing or HMA plants.
Plant Operator I	4	Primary duties include operating processing plants (crushing and/or screening, scalping or rap plants.)
Haul Unit Operator	4	Primary duties include operating haul units such as tri-axes, articulated dumps, quarry trucks, and water truck.
Equipment Operator	4	Primary duties include operating equipment such as dozer, grader, excavator, and crane . For such tasks as pushing, leveling, digging, and lifting of material.
Loader Operator II	5	Primary duties include loading over the road vehicles, includes yard and road maintenance, and loading bin and stockpile vehicles and stemming of drill holes. Possess skill as Loader Oper. I.
Plant Operator II	5	Primary duties include being qualified to operate, maintain, repair, troubleshoot all aspects of the processing plants (Primary, Secondary, Tertiary Plants) without supervision.
HMA Plant Operator I	5	Primary duties include being qualified to operate and maintain a HMA plant with limited supervision
Mechanic Trainee	5	Primary duties include assisting Mechanics in repair and maintenance of mobile equipment. Possesses general mechanical skills. Requires general supervision.
Plant Maintenance I	5	Primary duties include performing general maintenance and repair of crushing and screening equipment with supervision. Can perform some welding and cutting tasks.
HMA Plant Operator II	6	Primary duties include being qualified to operate, maintain, repair, troubleshoot all aspects of HMA operations with no supervision.
Mechanic I	6	Performs inspections, repair, diagnostics, and maintenance of all mobile and stationary equipment with limited supervision.
Plant Maintenance II	6	Inspect, diagnose, and perform repair and maintenance of all plant equipment. Primary responsibilities may include repairs to crushing, screening, conveying, pumping and HMA equipment, and perform brazing, welding, arc-welding and cutting tasks. Install and replace bearings, speed reducers, shafts, pulleys, idlers, motors, couplings, ect. Makes major repairs to crushers, screens, conveyors, pumps, feeders, hydraulic systems and HMA equipment. Requires no supervision.
Loader Operator III	6	Primary duties include loading shot or other material for production, stripping, stockpiling operations. Possess skills of Loader Operator I and II.
Mechanic II	7	Inspects, diagnoses, and performs repair and maintenance of all mobile equipment with no supervision.
Lead Person/ Crew leader	7	Person designated by management to direct the work force in addition to performing his/her normal classification duties.

Presented to union 8/11/05.

AGREEMENT

BETWEEN

**HANSON AGGREGATES PENNSYLVANIA, INC.
PENNS PARK**

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 542**

SEPTEMBER 1, 2005 – AUGUST 31, 2008

EXHIBIT # 8

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**ARTICLE XIX
WAGES**

2.75% 2.75%

Grade	Job Classification	2005 Rate (\$/hour)	2006 Rate (\$/hour)	2007 Rate (\$/hour)
1	General Labor/Helper General	\$ 13.50	\$ 13.87	\$ 14.25
2	Utility Person	\$ 14.00	\$ 14.39	\$ 14.78
3	Operator Trainee Maintenance Trainee	\$ 14.50	\$ 14.90	\$ 15.31
4	Haul Unit Operator Loader Operator I Plant Operator I	\$ 15.00	\$ 15.41	\$ 15.84
5	Equipment Operator Loader Operator II HMA Plant Operator I Mechanic Trainee Plant Maintenance I Plant Operator II	\$ 16.50	\$ 16.95	\$ 17.42
6	HMA Plant Operator II Loader Operator III Mechanic I Plant Maintenance II	\$ 18.00	\$ 18.50	\$ 19.00
7	Mechanic II Lead Person/Crew Leader	\$ 20.00	\$ 20.55	\$ 21.11

Any employee under the new rate will receive an increase equal to 1/3 of the difference of the 2007 rate and their current rate for each year of the contract.

Those employees whose current rate is higher than the new rate will be red-circled and not receive an hourly increase until the contract rate exceeds their current rate. Red-circled employees will receive a lump sum payment on the anniversary date of the contract, equal to \$500 in each year of the contract.

**ARTICLE XX
HEALTH AND WELFARE**

Section 1 The Company agrees to maintain for all bargaining unit members and their eligible dependents, for the duration of this Agreement, health and welfare benefits including medical, dental, prescription drugs, vision care, and life insurance, under the current Company sponsored plan referenced as Hanson Choice.

September 2, 2005

Mr. Joseph Giacin
International Union of Operating Engineers
49 Olivia Lane
Naugatuck, CT 06770

Dear Mr. Giacin:

During our bargaining session on August 30, 2005, the Company attempted to present you with our final offer. You refused to allow us to present that offer.

Please find enclosed the Company's Last, Best and Final offer. This proposal includes a signing bonus of \$1050.00 payable by normal payroll, to each member of the bargaining unit upon ratification of the contract.

Please review the document and let me know if you have any questions.

Sincerely,

R. Jeffrey Carey
Manager, Labor Relations

International Union of Operating Engineers

LOCALS 642, 542-RA, 542-C, 542-D

ROBERT HEENAN
Business Manager

CHARLES PRISCOPO, Asst. Bus. Mgr.
JAMES REALEY, President
MIKE MAZZA, Vice President

APPRENTICE-
AND TRAINING



AMERICAN FEDERATION OF LABOR
UNION DEPARTMENT

THOMAS D. HARPER, Training Secretary
JAMES D. JONES, Treasurer
PAUL HERBERT, Executive Secretary

1375 VIRGINIA DRIVE - SUITE 100, FORT WASH NATION, PA 19034
(215) 642-7500
Fax: (215) 642-7537

October 8th 2008

Via Facsimile and Mail

Karl A. Fritton, Esquire
Reed Smith LLP
2500 One Liberty Place
1850 Market Street
Philadelphia, PA 19103

Re: **Hanson Aggregates, BMC**
- 353 NLRB No. 28 (2008)

Dear Mr. Karl:

In accordance with the Decision and Order issued by the National Labor Relations Board in the above matter on September 30, 2008, International Union of Operating Engineers, Local 542, demands that Hanson Aggregates BMC ("Employer") provide the information required to be provided to Local 542 under paragraph 2(f) of the Board's Order. In addition, Local 542 demands that the Employer promptly make the requests to HighMark Blue Cross and Aetna referenced at paragraphs 2(g) and 2(h) of the NLRB's Order in this matter.

Local 542 further demands that the Employer rescind the changes to terms and conditions of employment unilaterally implemented by the Employer on October 24, 2005 and continuing, as referenced at paragraph 2(b) of the Board's Order and comply with 2(c) by reinstating and providing a list of all employees reference to this paragraph and provide all specifics as per 2(d). The Union request to bargain any and all employee(s) which the Employer deems not eligible and have been discharged under 2(c).

As stated per my letter of October 1st 2008 to Jeff Carrey, the Union expects the Order to be complied with too its entirety and the above information provided within 10 days of this letter. I will note, a date of November 12th was offered to commence bargaining which no reply has been given to date.

If you have any questions please feel free to call me at 267-784-7744.

Thanks,


Frank Bankard
Local 542

Cc: Jeff Carrey

EXHIBIT # 9

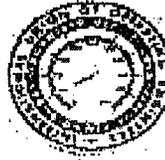
International Union of Operating Engineers

LOCALS 542, 542-PA, 542-C, 542-D

ROBERT HEENAN
District Manager

CHARLES PRISCOPO, Asst. Sup. Mgr.
JAMES POLLOCK, President
MIKE MAZZA, Vice President

APPOINTED WITH THE
MID BULCHING



AMERICAN FEDERATION OF LABOR
TRUCKS DEPARTMENT

THOMAS P. PARSONS, President
JAMES V. JONES, Treasurer
PAUL BRADLEY, Financial Secretary

1576 VIRGINIA DRIVE - SUITE 100, FORT WASHINGTON, PA 19004
(215) 642-7500
Fax: (215) 542-7557

November 5th, 2008

Via Fax 724-349-0929 and regular mail

Jeff Carrey
Hanson Aggregates
1544 Oakland Ave. Box 340
Indiana, PA 15701

RE: Your letter of November 4th 2008

Dear Jeff:

As per the above reference matter, your letter is as 'preposterous' as you I have attached your letter of October 17th, please read it, apparently someone else writes your correspondances without prior notice or informing you. Nowhere, is it mention the 12th as a date of acceptance or denial

Furthermore, my letter of October 1st was a goodwill gesture to allow you ample time to comply by law and submit and restore conditions to 2005 which again you have failed. You now hinge reason for not complying with my request of October 1st and 8th because 'Regional Office has not yet transferred the matter to its Compliance office'. I ask, have you read the decision and Order? One major component in the Order was for you lack and unlawful refusal to supply information to the Union so we could formulate ~~responsible proposals~~ do you now expect us to meet and bargain without complying with information and conditions which are necessary per our letters of October 1st and 8th?

If you are refusing to comply with the Boards Order please state, if you are going to comply then adhere to the Unions October letters so we can formulate proposals and address a contract which would entertain your proposal of your ~~New Benefit Plan~~.

Once information is obtained, we will offer available dates to meet discuss and bargain.

If you have any questions please feel free to call me at 267-784-7744.

Thanks,


Frank Bankard
Local 542

Cc: Joe Giacin

EXHIBIT # 10

International Union of Operating Engineers

LOCALS 642, 542-RA, 542-C, 542-D

ROBERT HEENAN
Business Manager

CHARLES PRISCOPPO, Asst. Bus. Mgr.
JAMES REILLEY, President
MIKE SAGGIN, Vice President

APPROVED BY THE
AND COUNCIL



AMERICAN FEDERATION OF LABOR-
UNION OF BROTHERS OF CARPENTERS

THOMAS P. DANFORS, Recording Secretary
JAMES T. JONES, Treasurer
PAUL BRADLEY, Political Secretary

1375 VIRGINIA DRIVE - SUITE 100, FORT WASHINGTON, PA 19034
(215) 642-7500
Fax: (215) 642-7557

March 20th 2009

Via Facsimile 724-349-0929

Jeff Carrey
Hanson Aggregates
1544 Oakland Ave.
Indiana PA 15701

Re: Hanson Aggregates, 353 NLRB No.28 (2008)

Dear Jeff:

As per my letter addressed to your outside Counsel dated October 8th 2008 which was forwarded to you, I once again demand that you follow the NLRB's decision and restore conditions as they existed on October 2005. These conditions are the following but may not be fully inclusive as information is being obtained as of recent of changes made without notice to the Union before bargaining:

1. Restore Health Care coverage as In Health, Dental, Eye and Prescription per all plans as in place of 2005.
 - a. Reimburse any premium increases to employees that made weekly contributions from weekly pay or co-pay per any type of visits as per No. 1.
2. Rescind all job promotions made during the above referenced time period and bargain over any promotions or job advancements.
3. Rescind and remove from personal records any discipline administered during the period October 2005 to present. Reimburse all employees who were financially harmed for any type of discipline and make whole any loss of benefits and bargain over any discipline which you implemented.
4. Reimburse all employees any lost income that may have resulted in the change of the skill points policy and bargain promotion(s) accordingly to the skill points policy.
5. Restore all work schedules as they existed on October of 2005. Reimburse all employees any pay who suffered reduction of work hours or schedule changes and bargain with the Union before any schedules or hours are changed.

EXHIBIT # 11

6. Restore and reimburse all employees the allotted paid 15 min coffee break which was eliminated to all of the unit except lead persons from 2006 to present and bargain before elimination of this paid break.
7. Bargain all company owned housing which came available on Company property from October 2005 and given to bargaining unit employees without bargaining with the union and reimburse all payments made above company housing cost to bargaining unit members who were eligible for this housing option.
8. Replace recording time area as was in place in October 2005 and compensate time for relocation of time recording and bargain with the union before removal or placement of time recording devices.
9. Restore break/lunch area(s) as of October 2005 and bargain with the Union before any areas are eliminated or changed.
10. Restore conditions of Equipment allocated to bargaining unit members as of October 2005 and bargain on any 'New' Heavy Equipment assigned to unit members before allocating 'New' Equipment.
11. Restore all policies as of October 2005 and reimburse any loss occurred by our unit of any changes made which affected them.

Please provide this information within 10 days of the date of this request.

If you have any questions please feel free to call me at 267-784-7744.

Thanks,



Frank Bankard
Local 542

County of Philadelphia

Case No. 4-CA-37346

Commonwealth of Pennsylvania

SS

CONFIDENTIAL WITNESS AFFIDAVIT

I, Frank Bankard being first duly sworn upon my oath, hereby state as follows:
I have been given assurances by an agent of the National Labor Relations Board that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the Board and will not be disclosed unless it becomes necessary to produce the Confidential Witness Affidavit in connection with a formal proceeding.

My address is: 1375 Virginia Avenue, Suite 100, Ft. Washington, PA 19034

My telephone number is (*include area code*): 215-542-7500

I am employed by International Union of Operating Engineers, Local 542, AFL-CIO located at: see above

I am an organizer for Local 542 and have held this position since 1999. I have been involved in the on-going negotiations for a contract with Hanson since 2004. I have attended every bargaining session and have taken notes of each session. The company communicates with me regarding matters related to the contract.

Initials: FB

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. §151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further an unfair labor practice or representation case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

EXHIBIT # 12

On October 1 and October 8, 2008 I wrote to Hanson requesting the company follow the Board Order and rescind all conditions that were changed from October 2005 on-going. In October 2005 Carey had started saying that we were at an impasse and the company could implement creatures of its best and final offer. When we asked, the company never said what they meant. To date the Union still doesn't know everything the company implemented.

When the Board Order issued I sent a letter the next to Carey. I also contacted our outside Counsel, Bill Josem, who crafted the October 8, 2008 letter I sent to Carey. Josem had said I should ask to rescind all conditions because the Union didn't know specifically what had been changed.

During negotiation sessions Carey said he didn't understand some of the things the Union wanted rescinded. In response to Carey's questioning what the Union wanted rescinded. I sent a letter of March 20, 2009. In the first paragraph I reference the October 8, 2009 letter, and stated again I wanted the company to restore conditions to how they existed in October 2005. ^{AND goes forward} The ~~specifics~~ ^{re ARE NO} I gave in this letter weren't meant to be instead of the October 8, 2008 letter, they were just made in response to ^{FB} ~~specific~~ earlier questions by Carey.

The Union is asking in paragraph #4 of the March 2009 letter for the restoration of the skill points policy. We want the skill points restored as they were in place October 2005. The

Initials: 

Union is asking the Employer to rescind any changes they made since October 2005, including wage increases, if that's what needs to be done in order to restore skill points. We didn't give the wage increases, but now we want those increases rescinded back to the wages in place in October 2005. I do recall Joe Giacini saying, in a meeting between Joe Giacini, Lou Agre, myself and Board Agent Hollo that the Union wasn't asking for the wage increases to be rescinded. Joe said that the Union didn't give the wage increases and the Union wasn't going to ask to have them rescinded. *but the UNION WAS INSISTING ON RETURNING TO CONDITIONS OF 2005 AND WHATEVER THAT TOOK.* I recall Joe saying that it was the company who went ahead and gave the increases, and the Union didn't want to seem like the "bad guy" by taking the wages back. However, at this time I'm now saying that the Union is specifically asking to have the wage increases rescinded. I also recall saying the identical thing myself to Ms. Hollo when she asked me about the March 2009 letter -> she asked me if that letter meant that the Union was asking to have the wage increases rescinded, and I said "no" that the Union was asking to have the skill points restored, *FB, we would not change wages* but we weren't asking to have the wage increases rescinded. *FB, FB.* However, I am saying that the Union has always been asking to have everything restored to October 2005, including wages, *AND ALL conditions of employment.*

The Union also wants any changes made to the pension plan rescinded and people placed back where they would have been had there not been changes. and also people compensated for whatever financial losses they suffered.

Initials: FB

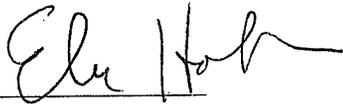
I am being provided a copy of this Confidential Witness Affidavit for my review. If, after reviewing this affidavit again I remember anything else that is relevant, or desire to make any changes, I will immediately notify the Board agent. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this statement consisting of _____ page(s) including this page. I fully understand its contents and I certify that it is true and correct to the best of my knowledge and belief.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

Subscribed and Sworn To Before me at
Philadelphia, Pennsylvania on

March 16, 2010

A handwritten signature in black ink, appearing to read 'Elu Hob', positioned above a horizontal line.

Board Agent
National Labor Relations Board

H:\r04com\Region 04 C Cases\04-CA-36823\Regional Determination\aff.4-CA-36823 aff from Bankard.doc

Initials: AB

Handwritten initials 'AB' in black ink, enclosed within a horizontal line.

Hollo, Elana R.

From: Nadler, Jonathan R. [JNadler@ReedSmith.com]
Sent: Tuesday, August 18, 2009 6:00 PM
To: Hollo, Elana R.
Subject: RE: Hanson / Compliance with Union's request to restore skill point policy

Thanks Elana, I'm sorry if this has become overly-complicated. As I understand it, the union is requesting to restore the skill point component of the prior compensation system in isolation without rescinding change to remaining components of that system; the Employer does not believe that approach is warranted or appropriate, and so does not agree to do so. As explained below, the Employer will honor requests by the union to rescind changes in accordance with the Board's Order (as it has done, for example, with respect to employee premiums for medical benefits). As I understand the union's request here, it is simply not authorized or encompassed by the Board's Order or otherwise required. However, if you think it would be helpful to discuss (or if the Region disagrees), just let me know.

Thanks.

Jonathan R. Nadler
Reed Smith LLP
 2500 One Liberty Place
 1650 Market Street
 Philadelphia, PA 19103
 215-241-7982
 215-851-1420 (fax)
 jnadler@reedsmith.com

From: Hollo, Elana R. [mailto:Elana.Hollo@nlr.gov]
Sent: Tuesday, August 18, 2009 2:42 PM
To: Nadler, Jonathan R.
Subject: RE: Hanson / Compliance with Union's request to restore skill point policy

Jon, so the answer is "no," the Employer won't restore the skill point system?

Elana R. Hollo
 Elana.Hollo@nlr.gov

From: Nadler, Jonathan R. [mailto:JNadler@ReedSmith.com]
Sent: Tuesday, August 18, 2009 2:11 PM
To: Hollo, Elana R.
Subject: RE: Hanson / Compliance with Union's request to restore skill point policy

Elana, the Employer's position remains as set forth in our May 29, 2009 submission on this issue. The Employer intends to continue working with the Region and the union to effectuate overall compliance, and to the extent the union decides to request that the Employer rescind the January 2006 changes to the then-existing comprehensive compensation system (which included increases to the wage level component and elimination of the skill point component), under the terms of the Board's order the Employer will do so. As described in our May 29 submission, the union's request to extract the skill point component of the 2005 wage system and graft it onto the

wage system implemented in 2006 (which included substantial wage increases and lump sum payments as a replacement for the prior system) is unwarranted, not required by the Board's order, and in fact would impose a different wage/compensation system never proposed by either party during negotiations.

Please feel free to let me know if we can provide you with any additional information, or if further discussion would be helpful.

Thank you.

Jonathan R. Nadler

Reed Smith LLP

2500 One Liberty Place

1650 Market Street

Philadelphia, PA 19103

215-241-7982

215-851-1420 (fax)

jnadler@reedsmith.com

From: Hollo, Elana R. [<mailto:Elana.Hollo@nlr.gov>]

Sent: Tuesday, August 18, 2009 10:36 AM

To: Nadler, Jonathan R.

Subject: Hanson / Compliance with Union's request to restore skill point policy

Jon, please consider this a reminder to let me know whether the Employer will comply with the Union's March 20, 2009 request to restore the skill point policy. I know that you and I have had a number of discussions about this issue, and that you have sent in a position statement explaining how the skill point policy and the current wage scale are not compatible. As I've informed you, the Union none the less maintains that it is requesting restoration of the skill point policy. I'm still waiting to hear whether the Employer will comply, and if not, why not. And if so, when will this take place.

Thank you, Elana.

Elana R. Hollo

Field Attorney

National Labor Relations Board, Region 4

615 Chestnut Street

Philadelphia, PA 19106

tel. 215-597-3979

fax. 215-597-7658

Elana.Hollo@nlr.gov

* * *

This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

* * *

To ensure compliance with Treasury Department regulations, we inform you that, unless otherwise indicated in

11/17/2009

writing, any U.S. Federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein.

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