

Hollo, Elana R.

From: Frank B. [oe542@yahoo.com]
Sent: Tuesday, January 05, 2010 4:47 PM
To: Hollo, Elana R.
Subject: Skill Points v Wages
Attachments: Hanson 1 5 2010.PDF

Elana, I spoke to Lou Agre yesterday and asked him about the Skill Point and the unlawful Wage Increases Hanson Implemented on Jan 2006. He told me that he never gave any indication to you that it was one or the other. (Skill Points v. Wage Increase) He further said most discussion were by conference call with me involved.

I have attached correspondences on this matter going back to October 8th 2008. I have provided you with all these correspondences and further reference my letter of October 1st 2008 demanding that the Company begin to restore conditions to the Board Order.

- Bankard letter of October 8th 2008 provides all changes in accord to the Board Order. In the letter its very clear to *'rescind the changes to terms and conditions of employment unilaterally implemented by the employer of Oct. 24, 2005.* I believe this is very clear. Conditions of employment, unless we are dealing with slavery refers to wages. **Our unit is owed skill points for the entire year of 2005 through today.**
- Bankard letter of Nov. 5th 2008 specifically states, to restore conditions to 2005. What is unclear about this?
- Bankard letter March 2nd 2009 provides notice of skill point removal.
- Bankard letter March 20th 2009 again demands to restore conditions to 2005. Skill points again is mentioned in no. 4
- Carrey letter of April 6th 2009 acknowledges my letter and demand of March 20th. On the Skill point and his reply to No. 4 this is one answer is not *'vague'* as indicated in other answers. He further agrees to comply with the Board Order in this regard.
- Bankard April 10th 2009 letter addresses what Carrey is not clear on, Skill Point restoration is not one of them. This was further understood at the Table when Carrey addressed my letter on April 1st. He asked if we wanted wages roll backed and we told him we wanted the Skill Points put back into place and do whatever is necessary and within the scope of the Board Order. **WHAT IS NOT CLEAR ON THAT POSITION?**
 - a. The Union has lost a lot of communication with the Unit workers inhibiting gathering current information. The Board has never forced or, has no power in making employees repay bonuses, wages, bribes by an employer. The Board powers are limited to restoration to conditions.
 - b. Restoration or power of the Board to make whole also is a major component of the Act. If wage increase corrected the lost of skill point income, so be it and no

12/14/2011

EXHIBIT # 14

financial payment needs to be addressed, although the Order of restoration still needs to be addressed.

- Carrey letter of April 15th again asks for Clarification on matters not understood. Restoration of Skill Points is not one of them.

Conclude:

My demand to restore conditions to Oct. 2005 has never been waived. If the Company would have given each employee a \$10,000 dollar bonus, the Union would have no recourse to have employees pay it back or would want it paid back.

The Region is not complying to my request of October 8th and leaving the unlawful wages in place which places the Union in a no bargaining situations on wages.

Restoring conditions to 2005, places worth of employees to Hanson whether they may leave because of improper compensation. **THIS IS BARGAINING POWER!** The Region is restricting our power to bargain wages by not complying with afforded demand of October 8th 2008.

Frank Bankard
Local 542

International Union of Operating Engineers

LOCALS 642, 642-BA, 642-C, 642-D

ROBERT MEENAN
Business Manager



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

APPROVED BY THE
AND FULFILLING

AFFILIATED WITH THE
INDUSTRIAL UNION OF MARINE ENGINEERS

THOMAS P. HARRIS, General Sec'y
JAMES M. JONES, Treasurer
PAUL HERRICK, Executive Sec'y

1375 VIRGINIA DRIVE - SUITE 100, FORT WASHINGTON, PA 19004
(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
1650 Market Street
Philadelphia, PA 19103

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

Dear Mr. Karl:

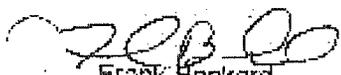
In accordance with the Decision and Order issued by the National Labor Relations Board in the above matter on September 30, 2008, International Union of Operating Engineers, Local 642, demands that Hanson Aggregates BMC ("Employer") provide the information required to be provided to Local 642 under paragraph 2(f) of the Board's Order. In addition, Local 642 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 642 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 to 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 642

Cc: Jeff Carrey

International Union of Operating Engineers

LOCALS 642, 542-RIA, 542-C, 542-D

ROBERT HEENAN
General Manager

CHARLES PRISCOPO, Asst. Dir. Inv.
JAMES HOLLEY, President
MIKE MAZZA, Vice President

AFFILIATED WITH THE
MID BUILDING



AMERICAN FEDERATION OF LABOR
TRADERS DEPARTMENT

THOMAS P. DANIEL, President Elect
JAMES Y. JONES, Treasurer
PAUL HANLEY, 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 reasonable 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 Board's 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 Giacini

International Union of Operating Engineers

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

ROBERT HEEMAN
Business Manager

CHARLES PRIBOSCO, Asst. Bus. Mgr.
JAYNE BIELLEY, President
MIKE MAZZA, Vice President

AFFILIATED WITH THE
AFL-CIO LEADER



AMERICAN REPRESENTATION OF UNION
TRAINING DEPARTMENT

THOMAS P. CALDWELL, Training Secretary
JAMES E. JONES, Treasurer
PAUL HADLEY, Finance Secretary

1375 VIRGINIA DRIVE - SUITE 100, FORT WASHINGTON, PA 19034
(215) 542-7600
Fax: (215) 542-7357

March 2nd 2009

Via Facsimile 724-349-0929

Jeff Carrey
Hanson Aggregates
1544 Oakland Ave.
Indiana PA 15701

Re: Skill Points

Dear Jeff:

Since your implementation of your unlawful 'best final offer' the elimination of 'Skill points' was removed without bargaining with the union.

The union believes unit workers have suffered financial loss and possible gains of advancement by the Company not following this established procedure.

During talks in 2005, this matter was discussed but you evaded providing information coherent to this policy and proceeded to implement your unlawful 'best final offer'

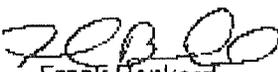
Please provide the following:

1. All employees who began work between January 1st 2006 to present and severed a 90 day probation period.
2. All employees who performed any type of work besides their designated position from January 1st 2006 to present.
3. Past Certificates from 2003 through 2005 of Skill point acquisition.
4. All employees who attended any types of class room training from January 1st 2006 to present.
5. All employees who attended any types of Seminars from January 1st 2006 to present.
6. All monetary amounts of any skill points from 2003 through 2005.

Please have this information readily available by our bargain session this Thursday.

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

Thanks,


Frank Bankard
Local 542

International Union of Operating Engineers

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

ROBERT HEENAN
Business Manager

CHARLES MUSCOPO, Asst Bus. Mgr.
JAMES REILLEY, President
MARK MARZZA, Vice President

AFFILIATED WITH THE
AND COUNCILING



AMERICAN FEDERATION OF LABORERS
TRADES DEPARTMENT

THOMAS P. DANENE, Recording Secretary
JAMES T. SCHRE, Treasurer
PAUL HEDLEY, 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
1514 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.

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



Hanson Aggreg
Northeast Regl
1514 Oakland Ave
Box 340
Indiana, PA 15701
Tel: 724-349-0828
Fax: 724-349-0920

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 2008 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 the request.

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 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

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. ~~While 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 skill 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 in 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 call once the information 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

International Union of Operating Engineers

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

ROBERT MEENAN
Business Manager

CHARLES PRISCARD, Asst Bus. Mgr.
JAMES REILLY, Treasurer
MARK MAZZA, Vice President

AFFILIATED WITH THE
AMERICAN FEDERATION OF LABOR
AND EMPLOYERS



AMERICAN FEDERATION OF LABOR
TRADE DEPARTMENT

THOMAS P. DANFEE, Recording Secretary
JAMES T. JONES, Treasurer
PAUL HEALDY, Financial Secretary

1375 VIRGINIA DRIVE - SUITE 100, FORT WASHINGTON, PA 19034
(215) 542-7500
Fax: (215) 542-7557

April 10th 2009

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

RE: Your letter of April 6th 2009

Dear Jeff:

On April 1st 2009, we spent considerable time in discussing the Union's demand letter (March 20th) of rescinding conditions which you put in place without bargaining commencing October 2005.

As per the above reference matter, you now indicate you're still not clear on numerous items which we went over, each by line item, even though after lunch you directly said you only had one more question in regards to our letter of March 20th. You further stated after each explanation "I understand your request".

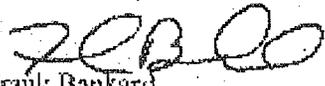
Five days later after our meeting on April 1st there seems to be a fit of amnesia which has attacked your mental capabilities. The Union is now bewildered on how to respond and communicate. The Union has suggested having a qualified person at the Table numerous times throughout the history of our meetings, but this suggestion has been ignored, since you keep showing up.

We find reducing these 'unclear' requests again in writing, would be licitless, furthermore, we have requested to meet more frequently to resolve matters such as these, which you have flatly denied.

We again will discuss your 'unclear' questions when we meet on April 23rd, although, we believe this is just another Bad faith bargaining move by the Company

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

Thank you,


Frank Barkard
Local 542



Hanson Aggregates
Northeast Region

1544 Oakland Avenue
Box 340
Indiana, PA 15701

Tel: 724-349-0925
Fax: 724-349-0928

April 15, 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 letter dated April 10, 2009.

In my letter dated April 6, 2009, I requested you clarify several of your demands/requests made previously. This request was made due to the unclear nature of your requests, and the unclear and sometimes conflicting verbal explanations we received during our meeting on April 1, and in the past. For example, with respect to item number 7 from your March 20 letter, during our April 1 meeting you demanded that all employees in Company owned houses be evicted and said you wanted this accomplished in "one hour or one day" or at least as soon as possible. Immediately following this, Joe Giacini conflicted your demand by saying he didn't think the union wanted to kick anyone out of their home. Also, during our April 1 meeting you told our committee that you couldn't clarify several of your demands/requests because you left all your materials back at the union hall. In addition, as I explained in my letter, your demands include items not encompassed by the Board's Order or the Regional Director's February 27, 2009 letter, such as coffee breaks and equipment condition. Hence, my letter simply asked you to clarify a number of your demands/requests so we can provide you with accurate answers. You have now refused to provide such clarification, saying that doing so would be "fruitless". In order to expedite resolution of these issues, I am again asking you to provide the clarification I've requested, prior to our next scheduled meeting.

Also in your letter you accuse the Company of not meeting a demand to meet more frequently. This is completely false. We jointly agreed to three additional meetings during our January 29 meeting, the last of which is scheduled for April 23rd. In fact, perhaps we could have scheduled additional meetings during our last, if you had not abruptly ended our meeting. If you are now suggesting additional meetings please provide dates you are available.

Sincerely,

R. Jeffrey Carey
Labor Relations Manager

MEMO

TO: File

FROM: Elana Hollo

RE: Hanson skill points / wage increase rescission

DATE: Tuesday, July 27, 2010

About two weeks ago Frank Bankard stopped by my office when he was in the RO for another case. He told me that the Friday before, which was July 9, 2010, he'd been at a bargaining session with the employer and he'd specifically asked for the wages to be rescinded to the 2005 levels. Bankard told me that Carey asked him to clarify and restate what he'd said because he wanted to write it down.

I spoke with Bankard about the issue of whether the Union might have waited too long to ask for this rescission. We then went over the same conversation we've had numerous times in which he stated that the Union's letters from the Fall of 2008 were perfectly clear that the Union wanted everything rescinded, and I stated that the later, more specific letter he sent didn't mention wages. I reminded him that when I met with him and Lou Agre and Joe Giacini in February 2009 they told me they did not want the wages rescinded because they'd lose all their support. After Frank wrote his specific letter in March 2009 I asked him if he wanted wages rescinded, and he said "no." I told Frank that it would be best for him to put his request to have wages rescinded in writing. He asked "why?" and asked where in the NLRA it said he had to put his request in

writing. I told him that there was no requirement that he do so, but that in my experience in compliance, it was best to put things in writing. Otherwise, the Union could end up in a protracted "he said vs. he said" situation that could take a long time to sort out. He said that that was fine with him, that he wasn't in any rush. I also told him that in matter of the law, usually parties put their positions to one another in writing.

Later that day, Lou Agre called me on the phone and told me that the Union wanted wages rescinded. Lou told me that the Union would never put it in writing, because the employer would use it against them at the next election, and forever after that. I said I could see that, but wasn't that why he and Joe had said in 2009 that they weren't going to ask to have the wages rescinded? Lou said "yeah, but that was back when we had support. Now we don't have any, so it doesn't matter." He said no union would put a wage rescission letter in writing, and they weren't going to do it either.

Today Frank was in my office to give an affidavit in a newly filed ULP case. I asked him to provide an affidavit stating what he had told me about his July 9th request to rescind wages made to Carey. After much discussion, Frank said he wouldn't give an affidavit. He thought everything was covered by his affidavit from March 2010 (which he reviewed in my office after I provided him with a copy). He said that until the company denied that Frank had made the request he wasn't going to give an affidavit because he didn't see why I needed one. I said he was going to wait until he thought it was necessary before he provided an affidavit.



Lehigh Hanson, Inc.
1544 Oakland Avenue
Box 340
Indiana, PA 15701
Tel 724-349-0928
Fax 724-349-0929
jeffrey.carey@hanson.com

August 31, 2011

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

Dear Frank:

As we have explained to you on a number of occasions, Hanson intends to comply in full with the Board's September 30, 2008 Order in Cases 4-CA-33330, et al. Under that Order, Hanson is required — upon the union's request — to rescind wage increases granted to bargaining unit employees.

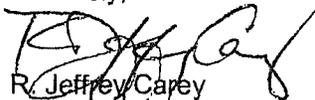
As of this date, the union has not clearly indicated its intent regarding this issue. Accordingly, and as you know, to date Hanson has not rescinded any wage increases to employees in connection with this matter.

However, in an effort to expedite completion of the compliance process, I am writing to confirm the union's position on this issue once and for all.

Therefore, if the union wishes to request that the employee wage increases covered by the Board's Order be rescinded, please make that request to me within ten (10) days of the date of this letter.

If I do not receive a clear request from the union to rescind the employee wage increases within this time period, Hanson will presume that the union is not requesting rescission of the wage increases, and therefore Hanson will not reduce any employee's wages in connection with the Board's Order in this matter.

Sincerely,


R. Jeffrey Carey
Labor Relations Manager

From: Frank B. [mailto:oe542@yahoo.com]
Sent: Wednesday, August 31, 2011 2:23 PM
To: Carey, Jeffrey (Connellsville) NA
Subject: Re: Order Compliance

The Union has been clear on this matter at the bargaining table along with numerous written correspondences from 2008 and as late as July 25th 2011. I will labor this issue any longer with you.

From: "Carey, Jeffrey (Connellsville) NA" <Jeffrey.Carey@hanson.biz>
To: Frank B. <oe542@yahoo.com>
Sent: Wednesday, August 31, 2011 12:43 PM
Subject: Order Compliance

Please see attached.

Jeff Carey
Labor Relations Manager

Lehigh Hanson, Inc.
1544 Oakland Avenue
Box 340
Indiana, PA 15701

Tel 724 349 0928
Fax 724 349 0929
jeffrey.carey@hanson.com
www.hanson.com



Lehigh Hanson, Inc.
1544 Oakland Avenue
Box 340
Indiana, PA 15701
Tel 724-349-0928
Fax 724-349-0929
jeffrey.carey@hanson.com

September 2, 2011

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

Dear Frank:

This letter is in response to your email dated August 31. Also, I have included an update to my responses to your 2004 and recent information requests.

On August 31, 2011 I sent you a letter asking if the union intended to request that employee wage increases be rescinded pursuant to the Board's September 30, 2008 Order in Cases 4-CA-33330, et al. As you are aware, it is the union's decision as to whether the wage increases at issue are rescinded. Your response was as follows:

"The Union has been clear on this matter at the bargaining table along with numerous written correspondences from 2008 and as late as July 25th 2011. I will labor this issue any longer with you."

As explained in my August 31 letter, the union has not been clear on this matter. Among other things, it is our understanding from Region Four that the union has indicated that it does not want wage increases rescinded. Your August 31 response to this clear question does not request that the employee wage increases be rescinded. (I also note that the July 25, 2011 letter you reference makes no mention of this compliance issue). As such, we understand the union not to request that employee wage increases be rescinded, and therefore, the Company will take no action regarding wage rates and will notify the Region that compliance regarding the September 30, 2008 Board Order is complete.

With regard to updating my responses to your past requests for information, find the following enclosed:

1. Work schedules for weeks ending August 27, September 3, and September 10, 2011.
2. Safety meeting minutes of meetings conducted August 18 and September 1, 2011.
3. An updated employee list dated August 15, 2011.

Let me know if you have any questions.

Sincerely,


R. Jeffrey Carey
Labor Relations Manager

From: Frank B. [mailto:oe542@yahoo.com]
Sent: Friday, September 02, 2011 2:56 PM
To: Carey, Jeffrey (Connellsville) NA
Subject: Re: Compliance/info request response

In reply to the attached and for the Record, you have not complied per the Board Order and demands of the Union. I will not be labor this issue with the Company any further.
Frank Bankard

----- Forwarded Message -----

From: "Carey, Jeffrey (Connellsville) NA" <Jeffrey.Carey@hanson.biz>
To: Frank B. <oe542@yahoo.com>
Sent: Friday, September 2, 2011 2:24 PM
Subject: Compliance/info request response

Frank,
Please see attached letter.
Attachments to the letter were sent via fax and USPS.

Jeff Carey
Labor Relations Manager

Lehigh Hanson, Inc
1544 Oakland Avenue
Box 340
Indiana, PA 15701

Tel 724 349 0928
Fax 724 349 0929
jeffrey.carey@hanson.com
www.hanson.com

EXHIBIT # 19

United States of America
National Labor Relations Board

COMPLIANCE DETERMINATION APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
Room 8820, 1099 14th Street, N.W.
Washington, DC 20570

Date: 1-26-12

Please be advised that an appeal is being taken to the General Counsel of the National Labor Relations Board from the compliance determination of the Regional Director in:

Hanson Aggregates BMC, Inc. and International Union of Operating Engineers, Local 542, AFL-CIO
Case Name(s).

4-CA-33330, 33508, 33547, 34290, 34362, 34363, 34378
Case No(s). (If more than one case number, include all case numbers in which appeal is taken.)


(Signature)

RE:04-CA-033330-Appeal, 04-CA-033330-Appeal-related Correspondence

Thursday, January 26, 2012 12:15 PM

From: "Appeals@nlrb.gov" <e-Service@nlrb.gov>

To: oe542@yahoo.com

Confirmation Number: 391882

You have successfully accomplished the steps for E-Filing document(s) with the NLRB Office of Appeals. This E-mail notes the official date and time of the receipt of your submission. Please save this E-mail for future reference.

Date Submitted: 1/26/2012 12:11:46 PM (GMT-05:00) Eastern Time (US & Canada)
Case Name: Hanson Aggregates B.M.C., Inc.
Case Number: 04-CA-033330
Filing Party: Charging Party
Name: Bankard, Frank
Email: oe542@yahoo.com
Address: 1375 Virginia Drive
Fort Washington, PA 19034
Telephone: (267)784-7744 Ext:
Fax: (215)542-7557
Attachments: Appeal: Compliance Review Appeal 1-26-11 Hanson.pdf, Appeal-related Correspondence: Appeal Form Hanson 1-26-11.pdf

DO NOT REPLY TO THIS MESSAGE. THIS IS A POST-ONLY NOTIFICATION.
MESSAGES SENT DIRECTLY TO THE EMAIL ADDRESS LISTED ABOVE WILL NOT
BE READ.

International Union of Operating Engineers

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

ROBERT HEENAN
Business Manager

CHARLES PRISCOPO, Ass't Bus. Mgr.
JAMES REILLEY, President
MIKE MAZZA, Vice President

AFFILIATED WITH THE
AND BUILDING



AMERICAN FEDERATION OF LABOR
TRADES DEPARTMENT

THOMAS P. DANESE, Recording Secretary
JAMES T. JONES, Treasurer
TED JANEKA, Financial Secretary

1375 VIRGINIA DRIVE - SUITE 100, FORT WASHINGTON, PA 19034
(215) 542-7500
FAX: (215) 542-7557

January 25, 2012

Lafe Solomon
Acting General Counsel
National Labor Relations Board
1099 14th Street NW
Washington, DC. 20570-0001

RE: **Hanson Aggregates BMC, Inc. and International Union of Operating Engineers, Local 542, AFL-CIO.**
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. Solomon;

I am writing to appeal the Regional Director's closing the above caption Cases which are being closed on compliance. I am specifically appealing the Employer's failure to comply with every part of the Board's Order and the Region's failure to enforce the Board's Order in its entirety.

The Board's Decision in this matter stated that among other things "on request, rescind the change to terms and conditions of employment unilaterally implemented on October 24, 2005 and January 1, 2006". Hanson Aggregates BMC, Inc., 353 N.L.R.B. 287, 290 (N.L.R.B. 2008). This has never been done by the Employer.

The Union on numerous occasions, both in writing and repeatedly at the bargaining table, has requested that the Employer comply in total with the Board's September 30, 2008, Decision. The Administrative Law Judge held

and the Board affirmed, the Employer should rescind all illegally implemented terms and conditions of employment that it instituted after having declared impasse improperly. Instead of complying with the Board's order the Employer picked and chose which parts of the Boards Order it wanted to comply with. For example, the Employer instituted in 2006 a procedure where job vacancies were posted as part of bargaining during negotiations of 2005. When the Employer recently (August 2011) decided to fill an upgraded/higher paid position, the Employer then rescinded the posting of notice, to circumvent the unit and union to hire someone of their choosing. This was raised recently at the bargaining table by a unit member who desired, and had the skills, for the job but noted to the Employer there was no posting of this job. The Employer said that the Union insisted that the job posting procedures be rescinded as per the Union's request to rescind all conditions to 2005. The Union never provided the Employer with a written request, to rescind job postings and promotions, but did tell the Employer repeatedly to restore all conditions as they were in October 2005 as written in the Board Order. This is just one example of the Employer's deciding which parts of the Board's order they chose to comply on their terms and ignore the written Order and the Unions demands.

I am unable to determine what other parts of the Boards order they chose to comply with as they have not given me information, nor have they informed me of what they chose to comply with. The only reason I discovered the job posting issue was because it came up at the bargaining table. I was never informed prior to that or even given notice of the new hire employee for months later. In addition, the Employer sought to blame the Union for this removing this provision, which is an unfair labor charge in itself.

The crux of this matter is what conditions of employment, including wages are to be restored to the previous levels prior to the Employer's improper implementation of their last, best, and final offer. The Administrative Law Judge ruled, and the Board affirmed that upon request all conditions of employment should be rescinded. Region 4 insists that the Charging Party seek this request in writing. This is merely a tactic by the Employer, its attorneys, and with help from Region, for the Union to put in writing that it wants wages restored to what there were prior to the illegal acts of the Employer. If such a letter was written, it is fairly obvious that the Employer and its legal counsel would use this in any decertification election (there is presently a pending decertification petition) and for its own purposes including electioneering in other elections that this Union is involved in in the future. The Union will not comply with this request due to the fact that it is sought for an improper purpose and no Case Law for a basis.

Regardless of the fact that the Union has not put this specific request in writing, the Union has on numerous occasions, both orally and written, informed the Employer that it wants every illegal implementation of terms and

conditions of employment restored in conformity with the Board's Order. This is set forth in Confidential witness Affidavits to the Board, correspondence as well as at the bargaining table. For example: on October 8, 2008 I wrote to Karl Fritton, Employers Counsel requesting that "Local 542 further demands the Employer rescind the changes to the terms and conditions of employment, unilaterally implemented by the Employer on October 24, 2005 and continuing, as referenced in paragraph 2b of the Board's Order." (Exhibit 1) On December 24, 2008 during bargaining I again reiterated that I wanted all changes be rescinded and restored and reiterated that I made that request in October. (See Frank Bankard bargaining notes Exhibit 2, irrelevant parts redacted) This demand that they implement the Board's Decision in its entirety was reiterated many times. In addition, on July 9th, in response to a question from Jeff Carey, chief negotiator, for the Employer, he asked when do you want the wages restored to the 2005 base? I replied what about this afternoon? This was stated twice, that the Union wanted the wages restored to the 2005 level. This occurred once again on January 11 when I asked if the pay scales had been restored and he replied no, but we will comply with the Board Order.

I also sought that the conditions all be restored to 2005 levels in a March 20 2009, (Exhibit 3) and November 15, 2011 (Exhibit 4) letters to Jeff Carey (and reiterated this in an Affidavit to the Region dated March 16, 2010, (Exhibit 5).. Since these requests were made on numerous occasions, several times in writing, the Region and the Employer request that they be in writing is ludicrous. The Union has reiterated that it wants the full Board Order restored in both writing and at the table, regarding wages as provided many times. The Union has stated on numerous occasions that they wanted the wages restored to the 2005 level in conformity with the Board's Order.

Another nexus of restoring wages to 2005 was also restoring the Skill points which the Employer has not paid since 2005 which they claim the raises exceed Skill Points which would have been paid. This we believe is not true, because the Employer ceased providing skill points in July of 2005 and refuse to provide the Policy of Skill points. We believe in speaking with the unit, the majority of our unit would benefit financially more if wages were rescinded and Skill Points restored from 2005 to present.

The Region has now allowed this employer from 2009 to present when the Federal Court Officially enforced the Board Order not to comply with the Board Order which has caused financial harm to our unit. If the Region Compliance Officer would have fulfilled her duties under the Act our unit would have received Skill Points from 2005 through today. But this is not the Case our unit has been in limbo and wages frozen during this Compliance investigation. This in itself condemnation to the spirit of the Act and erodes support for the Union.

Region 4 and the Employer are engaging in gamesmanship, trying to trap the Union into making a statement in writing that will be craftily abstracted and used in organizing campaigns and the pending decertification election. The Union has steadfastly refused this knowing the ramifications of such a statement. The Union has repeatedly sought the enforcement and the Employer has muddied the waters on this issue. As such, the Employer has not complied with the Board's Order therefore compliance in this matter is not closed.

The Board's order clearly states on request, rescind the change to terms and conditions of employment unilaterally implemented on October 24, 2005 and January 1, 2006". This has occurred repeatedly by the Union and first occurrence can be found within 24 hours after the Order became Public.

There is nothing in the Order regarding that any request be explicitly in writing. In any event, the Union made the request and did so in writing. Therefore the Region's failure to enforce the Board's Order, in full, fails to put the Employer in compliance with the Order.

The Regions interest lies not with the Employer or the Union. The Regions interest relies in the enforcement of the Act. Placing roadblocks in the enforcement of this Order, flies in the face of the Act. The Order, has been signed and enforced now for years by the Federal Court. Instead of the Region administering its lawful duties to enforce the Board Order, the Region requested an affidavit by me on the particular rescission of wages and restoring Skill Points. Undisputedly in that Affidavit, the Unions position was clear to restore wages and restore the Skill Points. The Compliance Officer demanded the Union to give an Affidavit on this matter, then placed her own agenda or belief that the 'majority of the unit raises exceed skill points which would have been earned. This is not for her choosing, and disregards the integrity of the Affidavit.

Accordingly the Charging Party, International Union of Operating Engineers, Local 542 believes that the Employer is not in compliance and this Case should not be closed. Thank you very much for your attention in this matter.

Very truly yours,



Frank Bankard
International Union of Operating
Engineers, Local 542

Cc: Dorothy Moore-Duncan, Esquire
Jonathan Nadler, Esquire

Exhibit

1

International Union of Operating Engineers

LOCALS 642, 642-FA, 642-C, 642-D

ROBERT HERRAH
Business Manager

CHARLES PRINCIPPO, Adv'l Res. Mgr.
JAMES PSELLI ET, President
MIKE MAZZA, Vice President

AFFILIATED WITH THE
AND BUILDING



AMERICAN FEDERATION OF LABOR
TRADE DEPARTMENT

THOMAS P. DANIEL, President Secretary
JAMES T. SCHEE, Treasurer
PAUL HEADLEY, Financial Secretary

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

October 8th 2008

Via Facsimile and Mail

Karl A. Fritton, Esquire
Reed Smith LLP
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103

Re: **Hanson Aggregates, BMC**
- 353 NRLB 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 in 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

2

December 24th 2008

Meeting called to discuss Health Care by Carrey

For the Union: Bankard & Walsh at 10

For the Company: Carrey, Dave Hill,

[REDACTED]

- Bankard said here is the unions proposals on Health Care, we want you to conform to the Board order as direct to make whole any increases restore rates to 2005 conditions and move forward we be happy to entertain any Plan and if you want to keep them in the Aetna Plan they are in now and make a proposal we be happy to entertain and bargain over that but that plan has information outstanding as well and we want any overcharges reimbursed as per my lets of Oct.
- Carrey said so you wont discuss this. Bankard said I just did, and as you would say you have our postion.

[REDACTED]

[REDACTED]

[REDACTED]

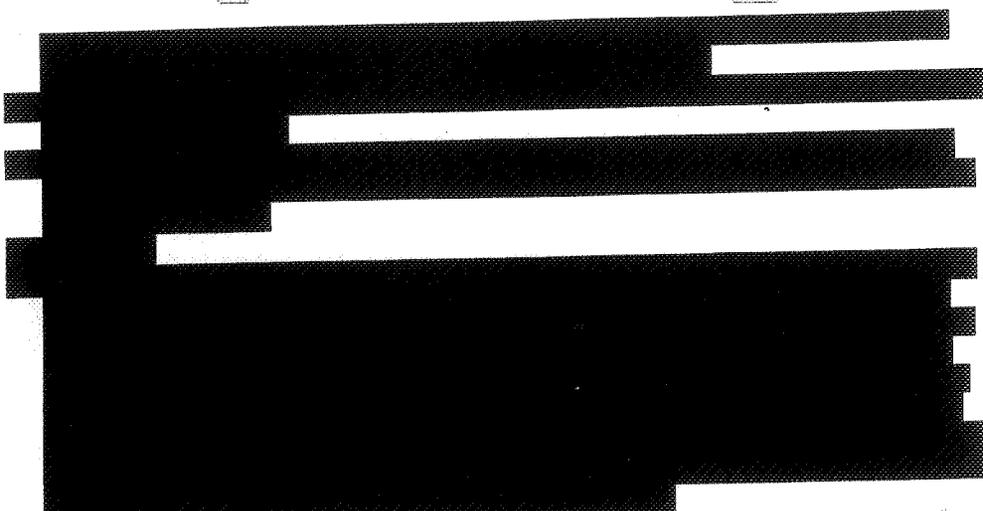
[REDACTED]

• Our position is to conform to September board order then to its entirety. Carrey said then you want wages as in 2005 Bankard said you have our position on this in October. Lets get things back to those conditions and move on. Carrey said I understand your position and the Compliance issue. Caucus to wait on the Board answer as directed by Carrey

July 9, 2010

Union: Bankard
Company: Carrey, Dave, Kendrick

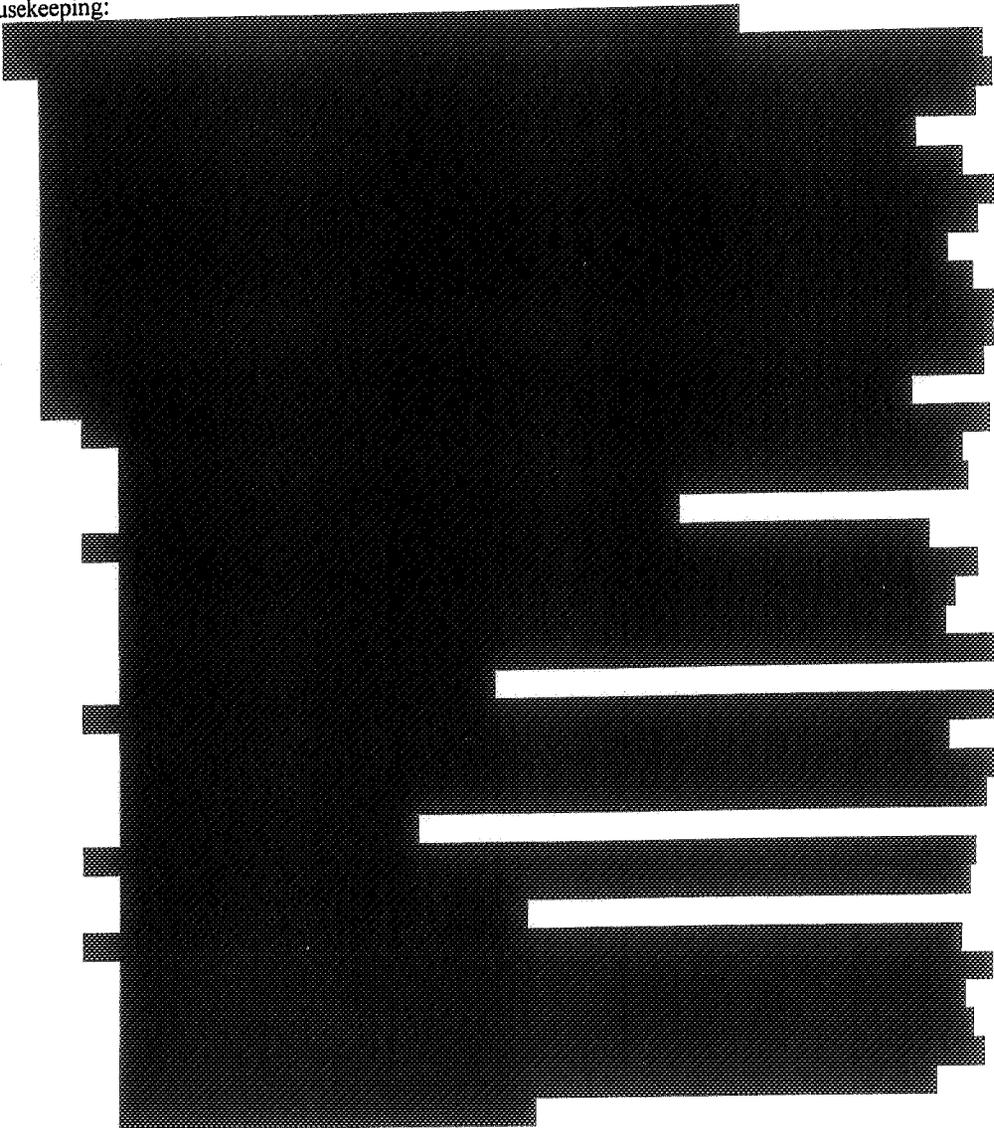
Housekeeping: 11:27am

- 
- Back in April about Gary Hale and Grades for job pay instead of your unlawful category. You said you would get me that info. What is it? Carrey said you were going to look into it. I said no I said I don't have all that info with me you made a statement there was not a defined rate of pay. So we left it with you were going to get me the rate. Carrey said you lost that at the Board. I said no its held on the compliance issue. Carrey said when do you want the rates returned to 2005 base. I said how about this afternoon. Carrey said we will have to look into it. I said im here. Carrey got up and I said what about your calendar. Carrey said when I come back. 2:03
 - Carrey came back at 2:14 and said that he wants this to be clear. Are you making a request in regards to Complainece or the Board. I said both. Let me be clear, this is not a wage proposal for 2010 it's a provision of the Board Order which the Union is entitled to. Once this is set along with all skill points allocated we will have rates of pay to then start bargaining intelligently. I wan to be clear this is not a wage proposal for 2010 or a contract provision that needs to be discussed but a demand total in regards to the Board Order. Is that clear. Carrey said I understand your request. I said its not a request it's a demand we are entitled to. Is this clear. Carrey said I understand your position.
- 

September 30th 2010

Company: Carrey, Hilbrand, Kendrick
Union: Bankard

Housekeeping:



3. Schedules have they been restored? 2:17 Carrey said they only did that periodically and will not do that again. I need everytime and everybody that it effected when it was done. I will want weekly schedules provided to me weekly schedules provide to me starting this week. Or I am willing to come up and check the schedule physically each week, which ever is easier.
 - f. After the 2oclock. Promotions have the been rescinded Carrey said no. Pay increases, have they been recinded. Carrey No. You spoke about the Pension last time and said you would have it restored by this meeting. Carrey said not sure of the statu., Reinstatement of dischargge employees have offered work and payment? Carrey said that the letters are about completed on this matter. I said I request a copy before they go out. Carrey said he would give me a copy I said before they go out. I said I want full payment before they go

back to work. Any one suspended under your unlawful policy have they been repaid.
Carrey said not yet.

January 11th 2011

Union: Bankard, Quarles
Company: Carrey, Kendrick, Hibrand

- Spoke on where we left off last meeting and that we were both to work on topics of Union Security language and Management Rights and wages going forward and to resolve this contract today.

[REDACTED]

- Carrey said whatesle u have. Quarles said Jeff you really are untrustworthy this just bull on the Unionn security. Carrey said is that all you have for today. I said where we at on compliance.

[REDACTED]

Settlement of 2008 and again everything that was change I want restored as it was going back to Oct 2005. Carrey said the order is Jan 06 I said Jan or Oct restore everything. C got up and they walkded out. I ssaaid I am not sitting here like last time and waiting.

- 9:25 left the room. 20min left the building at 9:50am

Exhibit

3

International Union of Operating Engineers

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

ROBERT HEENAN
Business Manager

CHARLES FRISCOPO, Asst Bus. Mgr.
JAMES RILEY, President
MIKE MAZZA, Vice President

AFFILIATED WITH THE
AND BUILDING



AMERICAN FEDERATION OF LABOR
TRADESB DEPARTMENT

THOMAS P. DANESI, Recording Secretary
JAMES T. JONES, Treasurer
PAUL HEADLEY, Financial Secretary

1376 VIRGINIA DRIVE - SUITE 100, FORT WASHINGTON, PA 19034
(216) 542-7500
Fax: (215) 542-7557

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:

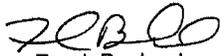
1. Restore Health Care coverage as in Health, Dental, Eye and Prescription per all plans as in place of 2005.
 - a. Reimburse any premium increases to employees that made weekly contributions from weekly pay or co-pay per any type of visits as per No. 1.
2. Rescind all job promotions made during the 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.

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

Exhibit

4

International Union of Operating Engineers

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

ROBERT HEENAN
Business Manager

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

AFFILIATED WITH THE
AND BUILDING



AMERICAN FEDERATION OF LABOR
TRADE DEPARTMENT

THOMAS P. DANBEE, Recording Secretary
JAMES T. JONES, Treasurer
PAUL HEADLEY, Financial Secretary

1375 VIRGINIA DRIVE - SUITE 100, FORT WASHINGTON, PA 19034
(215) 642-7600
Fax: (215) 642-7657

Via or Email

November 15th 2011

Jeff Carrey
Hanson Aggregates
Hampton Inn Conference Room
Newtown Pa.

Dear Jeff:

I have mentioned many times in the past to bargain over all issues of employment, monetary or otherwise, that said, the Annual Safety Bonuses/award which are due out in December, the Union notifies that we demand to bargain over these bonuses/awards before being distributed so we can get the best deal possible for our members.

In order for us to bargain over the Safety Bonuses we need the following information.

1. Copy of all contracts or Policies which Hanson/Heidelberg or affiliates cite any types of Safety Bonuses Plans.
2. Any factors, aspects or features which may curtail payment of Safety bonuses to our unit individually, group or companywide as in number 1.

Please provide this information within 5 days of the date of this letter along with dates to bargain this matter.

On another account, the union has demanded you to restore all conditions to October 2005 and then bargain a collective bargaining agreement. I've have found in your latest fax received today arriving at the Hall, pay-rates and job titles are not what they were in 2005. You have had over now three years to comply with the Union demand to restore all conditions why has this not been done?

Regards,

Frank Barkard

Local 542

International Union of Operating Engineers

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

ROBERT HEENAN
Business Manager

CHARLES PRISCOPO, Ass't Bus Mgr.
JAMES REILLEY, President
MIKE MAZZA, Vice President

AFFILIATED WITH THE
AND BUILDING



AMERICAN FEDERATION OF LABOR
TRADES DEPARTMENT

THOMAS P. DANESE, Recording Secretary
JAMES T. JONES, Treasurer
PAUL HEADLEY, Financial Secretary

1375 VIRGINIA DRIVE - SUITE 100, FORT WASHINGTON, PA 19034
(215) 542-7500
Fax: (215) 542-7557

Via or Email

November 15th 2011

Jeff Carrey
Hanson Aggregates
Hampton Inn Conference Room
Newtown Pa.

Dear Jeff:

I have mentioned many times in the past to bargain over all issues of employment, monetary or otherwise, that said, the Annual Safety Bonuses/award which are due out in December, the Union notifies that we demand to bargain over these bonuses/awards before being distributed so we can get the best deal possible for our members.

In order for us to bargain over the Safety Bonuses we need the following information.

1. Copy of all contracts or Policies which Hanson/Heidelberg or affiliates cite any types of Safety Bonuses Plans.
2. Any factors, aspects or features which may curtail payment of Safety bonuses to our unit individually, group or companywide as in number 1.

Please provide this information within 5 days of the date of this letter along with dates to bargain this matter.

On another account, the union has demanded you to restore all conditions to October 2005 and then bargain a collective bargaining agreement. I've have found in your latest fax received today arriving at the Hall, pay-rates and job titles are not what they were in 2005. You have had over now three years to comply with the Union demand to restore all conditions why has this not been done?

Regards,


Frank Bahkard

Local 542

EXHIBIT # 21

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

November 20, 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 supplement our May 29, 2009 letter addressing the wage/skill point compensation system in place prior to January 1, 2006. In particular, the enclosed information clarifies the amount of make-whole relief (if any) due under the Board's Order with respect to the elimination of the skill-point component of the wage/compensation system.

As the enclosed materials demonstrate, no make-whole relief is appropriate with respect to skill points, because each employee received more in wages and lump sum payments under the implemented system than they could have received under the pre-implementation compensation system including skill points.

Attached as Exhibit A is an updated chart comparing wages (including maximum skill point increases) which could have been earned for the period January 2006—September 2009 under the 2005 compensation system, with wages and lump sum payments actually paid to employees under the system implemented in January 2006.

Please note that the calculations in Exhibit A are based on assumptions made solely for purposes of expediting the Region's review of this issue at this time. In particular, the calculations in Exhibit A assume that all of the skill point increases which could have been awarded at any time during the 2006-09 time period would apply on January 1, 2006. In fact, any such skill points would have been awarded at various points in time for each individual during the period since January 2006, and as such these estimates artificially inflate the amount of skill point increases employees would have received.

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).

Attached as Exhibit B is a verified summary for each individual employee, detailing the maximum possible skill points that could have been awarded during this time frame.

The updated calculations in Exhibit A take into account the individual, updated determinations detailed in Exhibit B, and also take into account the \$1,050.00 lump sum payment which was paid to all active employees who were employed as of January 1, 2006. See Exhibit C. Those lump sum

Elana R. Hollo, Esq.
November 20, 2009
Page 2

ReedSmith

payments were paid to employees in January 2006. As we discussed, those lump sum payments were not included in the materials provided in our May 29, 2009 letter.

As the data in Exhibit A makes clear, each and every employee received more in implemented wage increases and/or lump sum payments than they would have earned under the pre-implementation system including skill points, even using the artificially favorable assumption that all skill point increases would could have been awarded during the 2006-09 time period would have been applied on January 1, 2006.¹

Therefore, as we have discussed, none of the employees are entitled to make whole relief with respect to skill points. 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).

I trust this information is helpful. Please let me know if we can provide you with any additional information.

Very truly yours,

Jonathan R. Nadler

Enclosures

¹As 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 no employee is entitled to 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 herein would have been granted.

**Penns Park Bargaining Unit Employees
Comparison of Wage Increases/Lump Sum Payments Actually Granted 2006-09
With Max Potential Skill Point Earnings**

<u>Name</u>	<u>Hire Date</u>	<u>Term Date</u>	<u>Max Skill Point Increase Which Could Have Been Awarded 2006-09</u>	<u>Total Hours 2006-09 (Adjusted for OT)</u>	<u>Additional Comp Which Would Have Been Paid for Skill Points (if applied to all hours worked 2006-09)</u>	<u>Additional Comp Actually Paid Per Increases/Lump Sum Payments 2006-09</u>	<u>Employee Net Gain</u>
Alvarez, Rafael	06/05/2006	09/06/2007	\$0.07	3,755.75	\$262.90	\$3,117.27	\$2,854.37
Ashton Jr., Robert S	08/08/1988		\$0.14	10,890.25	\$1,524.64	\$3,831.50	\$2,306.87
Benneman, George	11/04/1999		\$0.21	8,090.00	\$1,698.90	\$3,457.30	\$1,758.40
Benson, Eugene L	02/09/1995	10/30/2006	\$0.00	3,044.25	\$0.00	\$2,328.59	\$2,328.59
Bond, Musaili (*2)	06/12/2006		\$0.63	9,521.88	\$5,998.78	\$12,010.16	\$6,011.38
Broughton, Robert	12/18/2006	07/26/2007	\$0.14	1,813.17	\$253.84	\$1,486.80	\$1,232.96
Cadiz, Gabriel	01/22/2007	06/15/2007	\$0.14	1,038.88	\$145.44	\$851.88	\$706.44
Callahan, Louis S. Jr.	02/20/2006	01/25/2008	\$0.35	7,059.67	\$2,470.88	\$5,859.53	\$3,388.64
Carlin, Andrew	01/18/2000	01/09/2006	\$0.00	165.05	\$0.00	\$1,144.08	\$1,144.08
Cotto, Juan	10/05/2006		\$0.21	9,745.50	\$2,046.56	\$15,608.35	\$13,561.80
Edwards, Donald	04/15/2003		\$0.21	12,810.94	\$2,690.30	\$22,528.06	\$19,837.76
Fann, Jesseca B. (O'Boyle)	06/25/2008	06/26/2008	\$0.00	12.75	\$0.00	N/A	N/A
Filkins, Donald (*3)	03/13/2006		\$0.91	11,520.88	\$10,484.00	\$26,737.66	\$16,253.67
Fitch, Richard D	10/18/1999		\$0.21	9,774.50	\$2,052.65	\$1,800.00	\$797.36
Foerster, Darlene	01/07/2002		\$0.28	11,211.88	\$3,139.33	\$3,012.88	\$923.55
Frede, Klaus Juergen	11/29/1989		\$0.28	8,979.88	\$2,514.37	\$1,800.00	\$335.64
Gartner, Herman J	08/04/2005	02/22/2006	\$0.07	364.33	\$25.50	\$1,550.00	\$1,524.50
Gonzalez, David	10/02/2006	12/12/2006	\$0.28	334.63	\$93.70	\$274.39	\$180.70
Hellyer, Dennis	10/13/2003		\$0.07	10,376.88	\$726.38	\$20,727.61	\$20,001.23
Herr II, Thomas	07/08/2002	07/24/2006	\$0.07	869.80	\$60.89	\$1,550.00	\$1,489.11
Hoagland, Anne - Filkins	03/25/2002		\$0.14	13,190.50	\$1,846.67	\$19,466.02	\$17,619.35
Kane, Daniel G II	06/04/2007	02/08/2008	\$0.28	2,114.33	\$592.01	\$1,733.75	\$1,141.74
Kane, Jason M	09/06/2007	01/25/2008	\$0.28	1,208.55	\$338.39	\$991.01	\$652.61
Kleban, Michael	10/03/1994		\$0.91	10,931.75	\$9,947.89	\$18,263.08	\$8,315.19
Lamb Jr., James	03/19/2003	01/16/2006	\$0.28	176.67	\$49.47	\$1,196.64	\$1,147.17
Leonard, Joseph J	05/31/1986		\$0.21	11,919.25	\$2,503.04	\$4,894.07	\$2,391.02
Leone, Peter J	06/25/2008	09/26/2008	\$0.14	712.96	\$99.81	\$1,753.87	\$1,654.06
Maconaghy, Andrew	08/17/2005	01/13/2006	\$0.00	128.42	\$0.00	\$1,155.30	\$1,155.30
Miner, Michael	05/18/2006		\$0.35	10,791.25	\$3,776.94	\$18,662.99	\$14,886.06
Morrison, Samantha (*4)	08/20/2004		\$0.70	10,762.75	\$7,533.93	\$14,704.31	\$7,170.38
Morrison, Victor	01/16/2008		\$0.28	4,264.13	\$1,193.96	\$11,811.63	\$10,617.67
Murchison, Michael A	05/30/2006	05/01/2008	\$0.28	6,216.92	\$1,740.74	\$5,097.87	\$3,357.14

**Penns Park Bargaining Unit Employees
Comparison of Wage Increases/Lump Sum Payments Actually Granted 2006-09
With Max Potential Skill Point Earnings**

<u>Name</u>	<u>Hire Date</u>	<u>Term Date</u>	<u>Max Skill Point Increase Which Could Have Been Awarded 2006-09</u>	<u>Total Hours 2006-09 (Adjusted for OT)</u>	<u>Additional Comp Which Would Have Been Paid for Skill Points (if applied to all hours worked 2006-09)</u>	<u>Additional Comp Actually Paid Per Implemented Wage Increases/Lump Sum Payments 2006-09</u>	<u>Employee Net Gain</u>
Orrick, Sharon (*5)	11/24/2002		\$0.00	0.00	\$0.00	N/A	\$0.00
Peirce, Donald E	08/30/2004		\$0.56	11,477.63	\$6,427.47	\$16,966.05	\$10,538.58
Quarles, James E	12/05/2005	02/23/2007	\$0.42	4,103.96	\$1,723.66	\$4,391.23	\$2,667.57
Rainey, Joseph W	10/31/2000		\$0.07	11,858.75	\$830.11	\$11,842.09	\$11,011.97
Rexrode, Todd C (*6)	07/16/2007	07/10/2008	\$0.49	2,419.38	\$1,185.49	\$2,337.81	\$1,152.32
Resch, Bryan	04/15/2003	05/04/2006	\$0.00	979.98	\$0.00	\$1,647.78	\$1,647.78
Ricketts, John S	05/12/1986		\$0.07	11,425.25	\$799.77	\$2,850.00	\$2,050.23
Schane, Christopher R	07/16/2008		\$0.14	3,325.75	\$465.61	\$8,181.35	\$7,715.74
Schaub, Warren E	06/01/1987		\$0.21	10,800.75	\$2,268.16	\$9,077.22	\$6,809.06
Solt, Kevin	08/19/1981		\$0.00	13,108.50	\$0.00	\$2,850.00	\$2,850.00
Sooby, Clarence W	03/11/1996		\$0.00	11,175.88	\$0.00	\$5,042.37	\$5,042.37
Thomas, Trevor L	01/30/2006	02/04/2006	\$0.00	70.75	\$0.00	\$520.85	\$520.85
Weber, Robert J(*7)	03/17/1997		\$0.42	11,784.38	\$4,949.44	\$11,028.04	\$6,078.60
Williams, Matthew L	12/15/2001		\$0.14	11,701.75	\$1,638.25	\$23,648.40	\$22,010.15

- *2007 and 2008 wage increases granted retroactively in June 2008 to those individuals still employed as of that date
- (*2) Bond wage increased to \$17.51 effective April 2008; lower wage of \$15.39 assumed for 2008 for calculation of this table
- (*3) Filkins wage increased to \$21.22 effective April 2008; lower wage of \$19.10 assumed for 2008 for calculation of this table
- (*4) Morrison wage increased to \$17.51 effective July 15, 2008; lower wage of \$15.91 assumed for 2008 for calculation of this table
- (*5) Orrick was on medical leave beginning 2/14/05 and has not worked since
- (*6) Rexrode wage increased to \$16.67 effective September 2007; lower wage of \$14.27 assumed for 2007 for calculation of this table
- (*7) Weber wage increased to \$19.10 effective April 2008; lower wage of \$17.51 assumed for 2008 for calculation of this table
- (*8) All unit employees received a lump sum payment of \$1,050.00 as part of the Employer's January 2006 implementation
- NOTE: 2009 hours and compensation data current through 10/3/09

**SUMMARY OF ESTIMATED MAXIMUM SKILL POINTS
WHICH COULD HAVE BEEN AWARDED 2006-2009**

The following describes the estimate of maximum possible skill points which could have been awarded to each bargaining unit employee during the period January 2006 to September 2009, had the skill point component of the Employer's overall compensation system remained in place during that time. Documentation describing the skill point component of employee compensation prior to January 2006 is attached as Tab 1.

1. Rafael Alvarez. Mr. Alvarez was hired on 6/5/06, and his employment ended on 9/6/07. He could have been awarded up to one skill point, for acquisition of mechanic skills (Class C).
2. Robert Ashton. Mr. Ashton could have been awarded a total of up to two skill points, for training: (1) CAT operator training/wheel loaders (3/29-3/30/06); and (2) overhead crane training (2007). See Tab 2.
3. George Benneman. Mr. Benneman could have been awarded a total of up to three skill points. He could have been awarded up to two points for training: (1) CAT operator (haul truck) training (2/14/06); and (2) CAT operator/wheel loaders training (2/14/06). He could have been awarded up to one point for acquisition of skills as a portable plant operator. See Tab 3.
4. Eugene Benson. Mr. Benson, whose employment ended on 10/30/06, would not have been awarded any skill points during this period.
5. Musaali Bond. Mr. Bond could have been awarded a total of up to nine skill points. He could have been awarded up to four points for training: (1) haul truck training (2007); (2) first aid training (2/08); (3) rigging safety training (2/14/08); and (4) loader operator training (2007). Mr. Bond was hired on 6/12/06 in the position of Maintenance Trainee, and

effective 4/7/08 was reclassified in the position of Plant Maintenance I. Mr. Bond could have been awarded up to five points for acquisition of skills: (1) one point for loader skills (Class C); (2) two points for haul truck skills (Class C and Class B); and (3) two points for maintenance skills (Class C and Class B). See Tab 4.

6. Robert Broughton. Mr. Broughton was hired on 12/18/06, and his employment ended on approximately 7/26/07. He could have been awarded a total of up to two skill points, for acquisition of haul truck skills (Class C and Class B).

7. Gabriel Cadiz. Mr. Cadiz was hired on 1/22/07, and his employment ended on 6/15/07. He could have been awarded a total of up to two skill points, for acquisition of haul truck skills (Class C and Class B).

8. Louis Callahan. Mr. Callahan was hired on 2/20/06, and his employment ended on 1/15/08. He could have been awarded a total of up to five skill points. Mr. Callahan could have been awarded up to two skill points for training: (1) Hauck burner training (1/16-1/18/07); and (2) haul truck training (3/29-3/30/06). He could have been awarded up to three points for acquisition of skills: (1) up to two points for haul truck skills (Class C and Class B); (2) and (3) up to one point for plant operator skills (Class B). See Tab 5.

9. Andrew Carlin. Mr. Carlin's employment ended on 1/9/06, and he would not have been awarded any skill points during this period.

10. Juan Cotto. Mr. Cotto was hired on 10/5/06. He could have been awarded a total of up to three skill points. He could have been awarded up to two skill points for training: (1) overhead crane training (3/27/08); and (2) first aid training (2/08). He could have been awarded up to one point for acquisition of maintenance skills (Class C). See Tab 6.

11. Donald Edwards. Mr. Edwards could have been awarded a total of up to three skill points. He could have been awarded up to one skill point for CAT haul truck training (3/29-3/30/06). He could have been awarded up to two points for acquisition of haul truck skills (Class B, Class A). See Tab 7.

12. Jessica Fann (O'Boyle). Ms. Fann was employed for approximately one day in June 2008, and she would not have been awarded any skill points.

13. Donald Filkins. Mr. Filkins was hired on 3/13/06. He could have been awarded a total of up to 13 skill points. He could have been awarded up to eight points for training: (1) CAT haul truck training (3/29-3/30/06); (2) CAT loader training (3/29-3/30/06); (3) Hauck burner training (1/16-1/18/07); (4) Gencor training (2/4-2/9/07); (5) crusher training (1/31-2/1/07); (6) mobile crane training (3/27/08); (7) rigging safety training (2/14/08); and (8) first aid training (2/08). Mr. Filkins could have been awarded up to five points for acquisition of skills: (a) one point for haul truck operator (Class A); (b) one point for asphalt plant operator (Class A); and (c) three points for lead person (Class C, Class B, Class A). See Tab 8.

14. Richard Fitch. Mr. Fitch could have been awarded a total of up to three skill points. He could have been awarded two points for training: (1) rigging training (2/12/08); and (2) crane training (3/27/08). Mr. Fitch could have been awarded one point for acquisition of maintenance skills (Class A). See Tab 9.

15. Darlene Foerster. Ms. Foerster could have been awarded a total of up to four skill points. She could have been awarded one point CAT haul truck training (3/29-3/30/06). She could have been awarded three points for acquisition of skills: (1) primary crusher operator skills (Class C) in 2007; (2) blacktop plant operator (Class C) in 2006; and (3) haul truck operator (Class A) in 2007. See Tab 10.

16. Klaus Frede. Mr. Frede could have been awarded a total of up to four skill points, for training: (1) first aid training (2/08); (2) mobile crane training (2/8/08); (3) overhead crane training (3/27/08); and (4) CAT electronic technician training. See Tab 11.

17. Herman Gartner. Mr. Gartner was hired on 8/4/05, and his employment ended on 2/22/06. He could have been awarded one skill point, for acquisition of maintenance skills.

18. David Gonzalez. Mr. Gonzales was hired on 10/12/06, and his employment ended on 12/12/06. He could have been awarded a total of up to four points, for acquisition of skills: (1) two points for haul truck skills (Class C and Class B); and (2) two points for maintenance skills, including running the old secondary (Class C and Class B).

19. Dennis Hellyer. Mr. Hellyer could have been awarded one point, for first aid training (2/08). See Tab 12.

20. Thomas Herr. Mr. Herr's employment ended on 7/24/06. He could have been awarded one skill point, for CAT haul truck training (2/14/06).

21. Anne (Filkins) Hoagland. Ms. Hoagland could have been awarded a total of up to two skill points. She could have been awarded one point for CAT loader training (2/14/06), and one point for acquisition of portable plant skills. See Tab 13.

22. Daniel Kane. Mr. Kane was hired on 6/4/07, and his employment ended on 2/8/08. He could have been awarded a total of up to two skill points, for acquisition of haul truck skills (Class C and Class B).

23. Jason Kane. Mr. Kane was hired on 9/6/07, and his employment ended on 1/25/08. He could have been awarded a total of up to four skill points, for acquisition of skills: (1) two points for haul truck skills (Class C and Class B); (2) one point for maintenance (Class C); and (3) one point for operation of the new tertiary plant.

24. Michael Kleban. Mr. Kleban could have been awarded a total of up to 13 skill points. He could have been awarded seven points for training: (1) first aid training (2/08); (2) CAT haul truck training (2/14/06); (3) overhead crane training (3/27/08); (4) rigging safety training (2/12/08); (5) mobile crane training (3/27/08); (6) Hauck burner training (1/16-1/18/07); and (7) smoke school training (2/22/07). Mr. Kleban could have been awarded six points for acquisition of skills: (1) three points for lead person (Class C, Class B, Class A); (2) two points for operation of the new tertiary plant; and (3) one point for portable plant operation. See Tab 14.

25. James Lamb. Mr. Lamb could have been awarded a total of up to four skill points, for acquisition of skills: (1) one point for loader; (2) two points for haul truck operation; and (3) one point for portable plant operation.

26. Joseph Leonard. Mr. Leonard could have been awarded a total of up to three points during this period. He could have been awarded two points for training: (1) first aid training (2/08); and (2) CAT loader training (2/14/06). He could have been awarded one skill point for acquisition of asphalt plant operator skills in late 2008. See Tab 15.

27. Peter Leone. Mr. Leone, who was hired on 6/25/08, could have been awarded a total of up to two skill points, for acquisition of haul truck skills (Class C and Class B).

28. Andrew Maconaghy. Mr. Maconaghy's employment ended on 1/13/06, and he could not have been awarded any skill points during this period.

29. Michael Miner. Mr. Miner could have been awarded a total of up to five skill points. He could have been awarded two points for training: (1) rigging safety training (2/14/08); and (2) crusher training (1/31-2/1/07). He could have been awarded three points for acquisition of maintenance skills (Class C, Class B, and Class A). See Tab 16.

30. Samantha Morrison. Ms. Morrison could have been awarded a total of up to 10 skill points. She could have been awarded two skill points for training: (1) CAT haul truck training (2/14/06); and (2) loader training (3/29-3/30/06). She could have been awarded eight points for acquisition of skills: (1) two points for loader (Class C, Class B); (2) three points for haul truck (Class C, Class B, Class A); (3) three points for heavy equipment operator (Class C, Class B, Class A). See Tab 17.

31. Victor Morrison. Mr. Morrison could have been awarded a total of up to four skill points. He could have been awarded two points for training: (1) rigging safety training (2/12/08); and (2) overhead crane training (3/27/08). He could have been awarded two points for acquisition of mechanic skills (Class B, Class A). See Tab 18.

32. Michael Murchison. Mr. Murchison could have been awarded a total of up to four skill points, for acquisition of skills: (1) two points for haul truck skills (Class C, Class B); and (2) two points for operation of the new tertiary plant (Class C, Class B).

33. Sharon Orrick. Ms. Orrick was on worker's compensation during this period, and accordingly she could not have been awarded any skill points during this time.

34. Donald Pierce. Mr. Pierce could have been awarded a total of up to eight skill points. He could have been awarded two skill points for training: (1) CAT haul truck training (2/14/08); and (2) rigging safety training (2/12/08). He could have been awarded six points for acquisition of job skills: (1) two points for operation of the new tertiary plant (Class C, Class B); (2) one point for haul truck skills (Class A); (3) two points for maintenance skills (Class C, Class B); and (4) one point for loader skills. See Tab 19.

35. James Quarles. Mr. Quarles could have been awarded a total of up to six skill points. He could have been awarded one point for CAT haul truck training (2/14/06). He could

have been awarded five skill points for acquisition of job skills: (1) one point for loader skills (Class A); (2) two points for haul truck skills (Class C, Class B); and (3) two points for maintenance skills (Class C, Class B). See Tab 20.

36. Joseph Rainey. Mr. Rainey could have been awarded one skill point, for haul truck training (3/29-3/30/06). See Tab 21.

37. Todd Rexrode. Mr. Rexrode could have been awarded a total of up to seven skill points. He could have been awarded three points for training: (1) first aid training (2/08); (2) mobile crane training (3/27/08); and (3) mobile crane safety training (2/8/08). He could have been awarded four points for acquisition of skills: (1) two points for operation of the new tertiary plant (Class C, Class B); (2) one job for maintenance (Class C); and (3) one point for loader operator skills (Class C). See Tab 22.

38. Bryan Resch. Mr. Resch separated from employment on 5/4/06, and he could not have been awarded any skill points during this period.

39. John Ricketts. Mr. Ricketts could have been awarded one skill point, for loader operator training on 3/29-3/30/06. See Tab 23.

40. Christopher Schane. Mr. Schane was hired on 7/16/08. He could have been awarded two points for acquisition of haul truck skills (Class C, Class B).

41. Warren Schaub. Mr. Schaub could have been awarded a total of up to three skill points, for training: (1) overhead crane training (3/27/08); (2) mobile crane safety training (2/2/08); and (3) crusher training (1/31/07-2/1/07). See Tab 24.

42. Kevin Solt. Mr. Solt could not have been awarded any skill points during this period.

43. Clarence Sooby. Mr. Sooby could not have been awarded any skill points during this period.

44. Trevor Thomas. Mr. Thomas was employed by the Employer for approximately one week, from 1/30/06 to 2/4/06. He could not have been awarded any skill points during this period.

45. Robert Weber. Mr. Weber could have been awarded a total of up to seven skill points. He could have been awarded three skill points for training: (1) rigging safety training (2/12/08); (2) mobile crane training (3/27/08); and (3) overhead crane training (3/27/08). He could have been awarded three points for acquisition of maintenance skills (Class C, Class B, Class A). See Tab 25.

46. Matthew Williams. Mr. Williams could have been awarded a total of up to two skill points: (1) one point for first aid training (2/08); and (2) one point for acquisition of loader skills (Class C). See Tab 26.

VERIFICATION

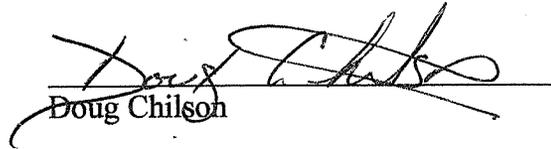
On behalf of Hanson Aggregates BMC, Inc., and pursuant to 28 U.S.C. § 1746, I verify that the facts contained in the foregoing are true and correct to the best of my knowledge, information and belief.


Jim Dransfield

Dated: October 20, 2009

VERIFICATION

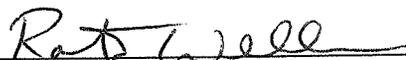
On behalf of Hanson Aggregates BMC, Inc., and pursuant to 28 U.S.C. § 1746, I verify that the facts contained in the foregoing are true and correct to the best of my knowledge, information and belief.


Doug Chilson

Dated: October 20, 2009

VERIFICATION

On behalf of Hanson Aggregates BMC, Inc., and pursuant to 28 U.S.C. § 1746, I verify that the facts contained in the foregoing are true and correct to the best of my knowledge, information and belief.


Robert Weller

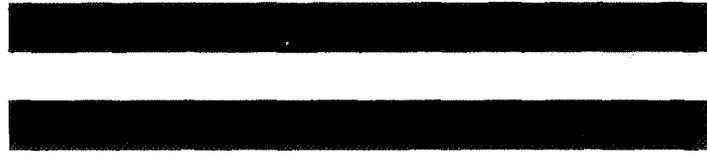
Dated: October 20, 2009



Certificate of Training



The Standard in Crane Training & Certification



Awarded to
Michael E Miner

in recognition of professional achievement
by successful completion of the
Training Program
RIGGING SAFETY

February 14, 2008
Date

Samuel Headley
Director

CAT Operator Training

14-Feb-06

Haul Trucks

Wheel Loaders

Thomas Herr ✓
George Benneman ✓
James Quarles ✓
Donald Peirce ✓
Samantha Morrison ✓
Michael Kleban ✓

Joseph Leonard ✓
Matthew Williams ✓
George Benneman ✓
Anne Hoagland ✓

George Schultz, Instructor

March 29 & 30, 2006

Haul Trucks

Wheel Loaders

Donald Filkins ✓
Joseph Rainey ✓
Don Edwards ✓
Darlene Foerster ✓
Louis Callahan ✓

John Ricketts ✓
Robert Ashton ✓
Donald Filkins ✓
Samantha Morrison ✓

PEEL
HERE

American Heart Association 
Learn and Live.

Heartsaver® First Aid

Klaus - Juergen Frede

This card certifies that the above individual has successfully completed the objectives and skills evaluations in accordance with the curriculum of the AHA for Heartsaver First Aid Program.

Modules Completed: A B C D E

2/2008
Issue Date

2/2010
Recommended Renewal Date

Training Center Cincinnati, Ohio

TC Address Contact Info Cintas First Aid & Safety

Course Location Loc. # 105 - Philadelphia

Instructor Lauren J. Ball

Holder's Signature

© 2006 American Heart Association Tampering with this card will alter its appearance. 80-1202

Fill in the circles of the modules NOT completed. This card contains unique security features to protect against forgery.

80-1202 R8/07

PEEL
HERE

American Heart Association 
Learn and Live.

Heartsaver® First Aid

Michael Kleban

This card certifies that the above individual has successfully completed the objectives and skills evaluations in accordance with the curriculum of the AHA for Heartsaver First Aid Program.

Modules Completed: A B C D E

2/2008
Issue Date

2/2010
Recommended Renewal Date

Training Center Cincinnati, Ohio

TC Address Contact Info Cintas First Aid & Safety

Course Location Loc. # 105 - Philadelphia

Instructor Lauren J. Ball

Holder's Signature

© 2006 American Heart Association Tampering with this card will alter its appearance. 80-1202

Fill in the circles of the modules NOT completed. This card contains unique security features to protect against forgery.

80-1202 R8/07

PEEL
HERE

American Heart Association 
Learn and Live.

Heartsaver® First Aid

Joe Leonard

This card certifies that the above individual has successfully completed the objectives and skills evaluations in accordance with the curriculum of the AHA for Heartsaver First Aid Program.

Modules Completed: A B C D E

2/2008
Issue Date

2/2010
Recommended Renewal Date

Training Center Cincinnati, Ohio

TC Address Contact Info Cintas First Aid & Safety

Course Location Loc. # 105 - Philadelphia

Instructor Lauren J. Ball

Holder's Signature

© 2006 American Heart Association Tampering with this card will alter its appearance. 80-1202

Fill in the circles of the modules NOT completed. This card contains unique security features to protect against forgery.

80-1202 R8/07



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

December 22, 2009

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.
Case 4-CA-33330 et al

Dear Mr. Bankard:

Enclosed you will find the information the Region relied upon for determining that the Employer has no financial liability for the elimination of its skill-point policy as part of its unlawful implementation of its unified wage proposal in January 2006. As the enclosed documents show, the Employer has no liability because the employees earned more money under the new wage system than they did under the previous one.

If you have any specific objections to any of the calculations contained in this information, please present them to me by January 8, 2010. I know that when I showed you an earlier version of skill-point compliance information back in June 2009, you said you objected generally, but did not raise any specific concerns. At that time you claimed that the Union lacked the appropriate supporting documents to make specific objections. However, since then the Employer has provided me with a copy of all the skill-points information it provided to the Union on April 6, 2009, which was quite comprehensive and appeared to contain anything the Union would have needed to evaluate the material I showed you in June. None the less, I am now sending you specific information with a detailed explanation of how each person's calculation was determined.

If you have any questions or concerns please give me a call.

Sincerely,

ELANA R. HOLLO
Field Attorney
(215) 597-3979
Elana.Hollo@NLRB.gov

Hollo, Elana R.

From: Frank B. [oe542@yahoo.com]
Sent: Monday, December 28, 2009 4:58 PM
To: Hollo, Elana R.; Lou Agre
Subject: Hanson Skill Points

Elana, I have received the information on Skill Points. Its not a wonder that the employees received more with the **unlawful** implemented Plan since it has acclerators in it.

Why would the Skill points not receive the same? Its awfully nice of the company to unlawfully increase their Plan but not the Plan in place when Certified.

Please forward me the details on the objections of this and other findings of the Region.

Frank

EXHIBIT # 24