AGREEMENT

between

CERTAINTEED CORPORATION
Shakopee, Minnesota

and

INTERNATIONAL UNION of
OPERATING ENGINEERS,
LOCAL NO. 70 AFL-CIO

May 1, 2016 to April 30, 2020
WAGE AND WORKING AGREEMENT

Between

CERTAINTED CORPORATION

Shakopee, Minnesota Plant

Hereinafter referred to as the Company

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, AFL-CIO / 2722 County Road D East White Bear Lake, Minnesota, 55110, hereinafter referred to as the UNION, representing the Employees classified as Watch and Maintenance Engineers and their Helpers, on all work in connection with the operation, repair or maintenance of steam boilers, engines of all types and classes irrespective of motive power, dynamos, refrigerating machinery, air conditioning equipment and all other equipment covered by the Union’s AFL-CIO jurisdiction.
ARTICLE I

Union Recognition

Section 1. All persons now employed or hereinafter employed by the Employer thirty-one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the portion of the initiation fees, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

Alternate Membership: The provisions of the above paragraph shall not apply to any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect which has historical conscientious objections to joining or financially supporting labor organizations; except that such employee shall be obligated to pay the service fee required by the above paragraph to a non-religious charity fund, exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the employee.

Dues Checkoff: The Employer shall deduct monthly membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective, and the deductions shall continue in effect until canceled in writing by the employee. The aggregate deductions of all employees, together with a list of the names of the employees from whom deductions were made, shall be remitted to the Union office each month after such deductions are made. Employees who work less than twelve (12) months per year shall have twelve (12) months dues deductions in equal amounts during the months for which they appear on the payroll. Deductions for initiation fees, dues and assessments shall commence thirty-one (31) days from the date of employment.

Section 2. An Operating Engineer shall be on duty while there is in operation any steam boiler, engine, machine or dynamo.

Section 3. No Engineer shall be required to perform duties outside of his or her trade.

Section 4. The Company and the Union each agree not to discriminate in any unlawful way against any employee because of religion, race, creed, color, national origin, sex, age, handicap or veteran status.

Section 5. Whenever in this Agreement reference is made to the masculine or feminine gender, it is understood to encompass both genders.
ARTICLE II

Grievance Procedure

Any controversy over the interpretations of or the adherence to the terms and provisions of this Agreement shall be settled promptly by discussions between the Company and the Union, using the following procedure:

Step 1 - The employee shall report the incident within five (5) days of its occurrence (or the employee's knowledge of its occurrence) to his supervisor. The employee may elect to have a steward present.

Step 2 - If not resolved under Step 1, the grievance shall be reduced to writing and submitted to the Plant Manager within five (5) days. The union representative, the grievant, and the Plant Manager will meet within five (5) days of receipt of the written grievance.

Within five (5) days of the Step 2 meeting, the Plant Manager will submit a written response to the union and the grievant as to the disposition of the grievance.

Step 3 - If not resolved at Step 2, the grievance will be submitted within five (5) days to arbitration. The parties will select an impartial arbitrator according to the procedures of the Federal Mediation and Conciliation Services.

No more than one grievance shall be presented to the same arbitrator at the same hearing, unless mutually agreed by the two parties. All time limits in this article may be waived by mutual agreement of the parties. In cases of termination, the grievance will proceed directly to Step 2 of the Grievance procedure.

The Company and the Union shall each bear the salary and expense of their respective representatives and the cost of preparation of their own case. However, the fee and expense of the Arbitrator shall be borne equally by the Company and the Union.
ARTICLE III

Holidays

Section 1. All employees hereunder required to work on any of the following holidays; New Year’s Eve, New Year’s Day, Floating Holiday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day, shall receive pay at double their hourly basic rate in addition to the holiday pay for the first eight (8) hours worked on the holiday, and two and one half times their hourly basic rate for all hours worked on the holiday in excess of eight (8) hours. Should any of the above holidays fall on Sunday, Monday shall be considered the holiday for purposes of this Agreement, except in the case of Christmas Eve and New Year’s Eve and Christmas Day and New Year’s Day falling on Monday. In this instance, Christmas Eve and New Year’s Eve will be observed on Sunday. **Floating Holidays to be as follows:** 09-06-16, 09-05-17, 09/04/18 and 09-03-19

Section 2. All employees who have completed thirty (30) days with the Company prior to the holidays set forth above, shall receive eight (8) hours straight time pay, at their regular hourly rate of pay for each of said holidays when no work is performed, provided such employee worked during the work week in which the holiday falls and provided further that such employee has worked the last full scheduled work day immediately prior to said holiday and the first full scheduled work day immediately after said holiday. An exception will be made for employees who are unable to work because of injury or illness requiring doctor’s care. Company may require doctor’s certificate as evidence.

Section 3. If a holiday falls within an employee’s vacation period, the employee will receive payment for the holiday in addition to vacation pay.
ARTICLE IV

Vacation

Section 1. All employees who have been in the continuous employment of the Company for twenty-three (23) years or more are entitled to a vacation of five (5) weeks.

Section 2. All employees who have been in the continuous employment of the Company for fifteen (15) years or more are entitled to a vacation of four (4) weeks.

Section 3. All employees who have been in the continuous employment of the Company for seven (7) years or more are entitled to a vacation of three (3) weeks.

Section 4. All employees who have been in the continuous employment of the Company for two (2) years or more are entitled to a vacation of two (2) weeks.

Section 5. All employees who have been in the continuous employment of the Company for one (1) year or more shall be entitled to a vacation of one (1) week.

Section 6. Eligibility for vacation is determined as of an employee’s anniversary date of employment. In order to be eligible for full vacation pay in any one year, the employee must have completed a minimum of sixteen hundred (1600) hours of work during the twelve (12) months preceding his anniversary date of employment. For employees with more than twelve (12) months seniority who fail to meet the criteria established in this paragraph, the following pro-rata schedule shall apply:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Vacation Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 600</td>
<td>nothing</td>
</tr>
<tr>
<td>601 - 850</td>
<td>20%</td>
</tr>
<tr>
<td>851 - 1100</td>
<td>40%</td>
</tr>
<tr>
<td>1101 - 1300</td>
<td>60%</td>
</tr>
<tr>
<td>1301 - 1600</td>
<td>80%</td>
</tr>
<tr>
<td>Over 1600</td>
<td>100%</td>
</tr>
</tbody>
</table>

Section 7. When calculating hours worked to determine the vacation earned, each week not worked due to an industrial injury will be considered as forty (40) hours worked.

Section 8. An employee whose active employment terminated and who has less than one (1) year of continuous service shall not be entitled to vacation pay. Employees who have at date of termination qualified for vacation but who have not taken any or all of it, will receive pay for the unused vacation to which they are entitled.

Section 9. Vacation pay shall be based upon forty (40) hours at the employee’s classified rate or 2% of his earnings in the previous year, whichever is greater.

Section 10. All employees may split one week of vacation. Those with 3 or more weeks may split up to two weeks. Split weeks are defined as 5 days (8 hour days). Weeks may be split by using the days in any combination up to the total number of days available. Employees must let their supervisor know of their intent to split a week when submitting the vacation request.
For 12 hour, 4 Shift Continuous Operations -

Section 11

a) For employees who are working on the twelve (12) hour, four (4) on/four (4) off schedule, a week of vacation will consist of 4 days. Employees may split one week of vacation. Those with 3 or more weeks may split up to two weeks. A single day of vacation will be paid at 10 hours pay. Weeks may be split by using the days in any combination up to the total number of days available. Employees must let their supervisor know of their intent to split a week when submitting the vacation request. Vacation pay shall be based upon forty (40) hours at the employee’s classified rate or 2% of his earnings in the previous year, whichever is greater.

b) For vacancies caused by vacations, special leaves or extended absences, the two (2) off shift operating engineers will be scheduled to cover the four (4) days of absence. (Because of scheduling conflicts this may not allow choice of which days are worked.) In the event this schedule is not practical, the chief may be used to fill in. The chief may also fill in for watch engineer vacations per Article V of the Labor & Working Agreement.

c) All vacations should be requested two (2) weeks in advance of the first day (Monday) of the week in which the employee wants the time off. The employee scheduled to fill in will be notified by means of the posted schedule. Exceptions to this provision requires the approval of the department head and the employee relations manager.

Section 12. Vacations will be granted and scheduled on a seniority basis until April 1st of each year. Thereafter, vacations will be scheduled on a first come, first served basis. The scheduling for all vacations will be in accordance with the provisions above so long as it will permit orderly plant operation.

Section 13. Employees who have not taken a vacation during the year will receive their vacation pay at the expiration of the vacation period. At least two weeks of vacation must be taken as time off. Vacations may not be carried over from vacation year to vacation year.

Section 14. If a holiday falls within a regularly scheduled work week and within an employee’s vacation period, the employee will receive payment for the holiday, in addition to vacation pay. The employee’s vacation pay will be paid within the regular payroll cycle.
ARTICLE V
Classifications

Section 1. The various classifications of Operating Engineers are defined as follows:

CLASS I-CHIEF ENGINEER. The primary duties of the Chief include, but are not limited to, servicing and repairing of equipment falling under his/her jurisdiction, and the general work direction of the on-shift Watch Engineers. There will be no more than one Chief designated to assume these duties. The Chief Engineer will fill in for the Watch Engineer in emergency situations, including an equitable share of the overtime requirements. (Equitable share not to exceed 15%.)

CLASS II-WATCH OPERATING ENGINEERS, whose duties shall be under the direction of the Chief Engineer to take charge of a watch and perform the duties required on the job during the watch. Watch Engineers will perform maintenance on their shift as required.

CLASS III-MAINTENANCE ENGINEERS. Maintenance Engineers are those Engineers who are engaged mainly in servicing and repairing equipment falling under the jurisdiction of the Chief Engineer and when properly licensed are eligible for the position of Watch Operating Engineers.

ARTICLE VI
Wage Rates

Section 1. The minimum rate of pay for the following classifications are hereby established:

(05-01-16 - +3.0%, 05-01-17 - +2.5%, 05-01-18 - +2.0%, 5/1/19 - +2.0%)

Class I Chief Engineer:

5/1/16  $37.08  
5/1/17  $38.01  
5/1/18  $38.77  
5/1/19  $39.54

Class II Watch Operating Engineer:

5/1/16  $35.29  
5/1/17  $36.17  
5/1/18  $36.89  
5/1/19  $37.63

Class III Maintenance Engineer:

5/1/16  $35.29  
5/1/17  $36.17  
5/1/18  $36.89  
5/1/19  $37.63

Section 2. The following premiums will apply when operating a 3 – 8 hour shift schedule:

A wage premium of $.35 for the second shift and $.45 for the third shift in excess of the regular hourly wage rate specified in the wage schedule above and marked, Wage Rate Section 1, will be paid to all employees working on either the second or third shift operations, that is, on any regularly constituted shift other than the regular day shift of any department or division listed in this Agreement. Shift premiums will apply after working one half-hour into shift.
For 12 hour, 4 Shift Continuous Operations -
Section 3. The following premiums will apply when operating a 4 Shift Continuous 12 Hour schedule: A wage premium of $.50 in excess of the regular hourly wage rate specified in the wage schedule marked, Wage Rate Section 1, will be paid to all employees working on the night shift.

ARTICLE VII

Resignation and Layoff

Section 1. Engineers electing to resign shall be required to give the Company seven (7) days notice and shall continue in the Company’s service during this seven (7) day period with the exception that the employee may leave earlier when competent replacement can be made.

Section 2. The Company, electing to terminate the service of engineers regularly employed, because of reduction in force, shall give such engineers seven (7) days notice, or the Company may in lieu thereof pay the employees one (1) week’s advance salary. It is hereby understood that the last person laid off will be the first recalled.

ARTICLE VIII

Seniority

Section 1. Seniority shall be defined in the following manner:
(a) Company seniority shall mean the total length of continuous service with the Company.

(b) Power Plant Unit seniority shall mean the total length of continuous service in the Power Plant Unit.

Section 2.
(a) The Company seniority will apply for determining the length of and selection of the vacation period and other applicable fringe benefits.

(b) Power Plant Unit seniority applies for layoff, recall, promotion, demotion and transfers with due regard to qualifications.

Section 3. All new employees shall serve a probationary period of ninety (90) days and shall not accrue seniority during that period. Employees retained at the expiration of the ninety (90) day period shall become regular employees and shall be credited with seniority from the date of employment.

Section 4. Seniority shall be lost by voluntarily leaving the employ of the Company; by justifiable discharge; by death; by 48-hour absence from work without reporting to the Personnel Department unless it is impossible to do so; after having been laid off for a period of twelve (12) consecutive months without recall; or when recalled from indefinite layoff, failing to return to work within five (5) days after notification in writing by registered mail at last known address.

Section 5. The Company will practice and apply the principle of seniority in every reasonable way as it relates to promotions, demotions, transfers, layoffs, and recall from layoff, with due regard to training, individual skill, physical fitness, and ability. Qualifications shall be determined by the Company and the Union jointly.

Section 6. In reducing the personnel due to lack of work or other legitimate reasons, the last person hired shall be the first laid off and in returning employees to work, the last employee laid off shall be
the first rehired in accordance with principles set forth in Section 5.

Section 7. The Company will from time to time post on the main plant bulletin board a complete seniority list.

ARTICLE IX

Hours, Overtime

Section 1. Eight (8) consecutive hours shall constitute a regular work day for Operating personnel. Eight (8) hours exclusive of lunch period shall constitute a regular work day for other personnel such as maintenance workers. Forty (40) hours shall constitute a regular work week. The regular work week shall begin at 7:00 a.m. on Monday and end at 7:00 a.m. the following Monday.

Section 2. All hours in excess of eight (8) hours per day, or forty (40) hours per week, will be paid at the rate of time and one-half. Saturday will be paid at the rate of time and one-half when Saturday or Sunday is the sixth day worked. Double time shall be paid for all time worked on Sundays. Any employee who absents himself from work without just cause shall not be entitled to receive overtime rates for Saturday or Sunday as set forth above. There shall be no pyramiding of overtime.

Section 3. Any of the holidays listed in Article III not worked shall be counted as a day worked for the purpose of computing premium pay for all employees regularly scheduled five days per week. Monday through Friday.

Section 4. All work shall be distributed among the regular crews in each classification as equally as is practical in accordance with plant operation.

Section 5. Engineers shall not be required to suspend work during regular working hours to absorb overtime.

Section 6. If an employee is required to work more than twelve (12) hours, without prior notice, a lunch allowance of $4.50 will be given to the employee. Prior notice shall be defined as notice before reporting to work on the day in question.

For 12 hour, 4 Shift Continuous Operations -

Section 7
The Company will have the option to operate the Power & Heat Department on a 12 hour, 4 Crew Continuous (4) on/four (4) off schedule. It originally became effective on May 1, 1999. This schedule may be extended at the sole discretion of the Company. The Company reserves the right to modify or discontinue part or all of this Agreement at any time due to business conditions, operational effectiveness, safety considerations or other reasonable concern.

Section 8
(a) The regular work day for the watch engineer shall be twelve (12) hours, and the regular work week will be either thirty-six (36) or forty-eight (48) hours, Monday through Sunday, inclusive. The regular work week shall begin at 7:00 a.m. on Monday and end at 7:00 a.m. the following Monday.

(b) For the watch operating engineers, the non-rotating shifts will be designated as 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. The chief engineer will normally work first shift
from 6:30 a.m. to 3:00 p.m.

Section 9
(a) For the watch operating engineers, all hours in excess of twelve (12) hours per day or forty (40) hours per week will be paid at the rate of time and one-half. Saturday will be paid at time and one-half when Saturday or Sunday is the sixth (6th) day worked. Double time shall be paid for all time worked on Sundays or holidays. Double time and one-half will be paid for all hours worked over eight (8) on holidays. Any employee who absences himself from work without just cause shall not be entitled to receive overtime rates for Saturday or Sunday as set forth above. There shall be no pyramiding of overtime.

Section 10
(a) If an employee is required to be in the plant for thirteen (13) or more hours, as determined by the time card, a meal allowance of Four Dollars and Fifty cents ($4.50) will be paid to the employee.

Section 11
Any employee who is unable to report for a schedule shift must advise the Company (their direct supervisor when possible) one (1) hour before the employee is scheduled to report for work. Any employee returning from an extended absence must report to the employee relations department the day preceding their return.

Section 12
Unscheduled overtime caused primarily by absenteeism, will be offered to the watch operating engineers who are scheduled off. If reasonable attempts to locate a fill-in are unsuccessful, the chief engineer may be used or called in for the watch.

ARTICLE X
Jury Duty

Section 1. Upon certification of the Court Clerk, a regular employee who loses time from a scheduled tour or shift because of jury duty shall be paid the difference between employee’s job rate for eight (8) hours and the daily jury duty fee, subject to the following:

(a) An employee scheduled on the second shift who is dismissed by the Court prior to 12 o’clock noon of that day will not be considered as having been on jury duty and will be paid only for hours actually worked on his/her shift.

(b) An employee scheduled on the third shift who is ordered to report for jury duty on the day his/her shift ends, will be excused from that shift and paid as provided above.

Jury duty will not be allowed for more than once in one (1) year.
For 12 hour, 4 Shift Continuous Operations -

Section 3. Upon certification of the court clerk, a regular employee who loses time from a scheduled tour or shift because of jury duty shall be paid the difference between the employee’s job rate for twelve (12) hours and the daily jury duty fee, subject to the following.

(a) An employee scheduled on the day shift who is released by the court prior to 12:00 noon of that day must report to work and will be compensated only for the difference of hours lost.

(b) An employee scheduled on the night shift who is ordered to report for jury duty on the day his shift ends will be excused from the scheduled night shift prior to his court appearance and following if released after 12:00 noon, and will be paid as provided above.

Jury duty will not be allowed more than once in one (1) year.

ARTICLE XI

Safety and Health

Section 1. To insure an adequate safety and health program, the Company, the Union and employees agree to cooperate in every way possible in maintaining safety measures for the protection of all concerned. The Company agrees to furnish adequate first aid facilities. Any alleged violation of this Section should be subject to the grievance procedure.

Section 2. Should an employee become disabled, he or she shall be retained on the seniority list for twenty-four months. At the end of this period, the employee will be retained on the seniority list only if the Company is furnished with a medical doctor’s statement to the effect that improvement is evident and that the employee should be able to return to work within the next six (6) months. Thereafter, should the employee be unable to return to full-time work, he or she shall be terminated.

Section 3. An employee who is injured on the job and is sent home by the Clinic or the doctor on the day of the injury will be paid for the remainder of the shift at the regular straight time rate of pay. Time lost because of re-visits required by the Clinic doctor will be compensated up to two (2) hours straight time pay. If the employee is retained by the Clinic or doctor, he or she shall receive straight time pay for actual time involved.

Section 4. The Company agrees to pay each employee $160.00 with proof of purchase provided, for the purchase of approved steel-toes safety shoes each contract year.

Section 5. The Company will pay for prescription safety glasses as needed. Cost of eye examinations will be borne by the employee.

ARTICLE XII

 Strikes and Lockouts

Section 1. In the event of a legitimate strike against the Company, the Union shall endeavor by all
possible means to obtain permits, from the Unions involved, for its members to operate the necessary equipment for fire protection, with the understanding the Engineers shall not be required to operate for manufacture of merchandise. The Union further agrees to assist the Company in bringing about a peaceful settlement of such strike on the condition the Company will not require the Engineers to pass through picket lines for any other reason than those mentioned herein.

Section 2. The Union and the Company agree that there shall be no strikes, lockouts, slow-downs, or similar interruptions of work during the life of this Agreement.

ARTICLE XIII

General Conditions

Section 1. It is mutually agreed that the engineers shall care for and maintain the equipment in their charge in the best possible condition, and to exercise due and proper care of the equipment they operate so as to obtain the best possible economics.

Section 2. The authorized representatives of the Union are hereby granted the right to enter the Company’s plant when on Union business, and the Company or its agents shall give such representatives passes whenever the Union deems such visits necessary. This shall not be applied in an unreasonable manner.

ARTICLE XIV

Call Back

Section 1. Any employee hereunder who has been relieved from duty and has left the premises, and who is recalled to duty to perform work not continuous with either before or after the regular work period, shall be paid for such work at the rate of time and one-half. However, no such employee who is recalled to duty shall be paid for less than four (4) hours time at the regular straight time rate established herein.

ARTICLE XV

Management Rights and Responsibilities

Section 1. The Company retains the sole right to manage its business, to maintain order and efficiency in all operations subject to only such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE XVI

Funeral Leave

Employees will be granted funeral leave of up to 24 hours, provided one of the days taken is the day
of the funeral. This is to apply only to wife, husband, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, step-children and step-parents. Employees will be granted a funeral leave subject to a maximum of eight (8) hours pay for great grandparents. Funeral leave will be paid only for time lost, and is conditional upon attendance at the funeral.

For 12 hour, 4 Shift Continuous Operations -

Employees will be granted paid funeral leave of up to twenty-four (24) hours (maximum of 3 days), provided one (1) of the day taken is the day of the funeral. This is to apply only to wife, husband, child, mother, father, mother-in-law father-in-law, brother, sister, grandparents, step children and step parents. Funeral leave will be paid only for the time lost, and is conditional upon attendance at the funeral.

ARTICLE XVII

Pension Plan

There shall be a Company paid pension plan as agreed and improved in the Memorandum of Agreement dated May 1, 1999 and covered in the group benefits plan booklet. The monthly pension multiplier for retirement, including disability and early retirement is as follows:

Effective 5/1/16  $52.00

New employees hired on or after 05-01-11 will participate in the Company Retirement Accumulation Plan (RAP).

In addition to the Company paid Pension Plan, employees may save for their own retirement through payroll deduction of contributions to the CertainTeed 401 (k) Hourly Plan. These contributions will be invested through Fidelity, at the direction of the employee making the contributions. Specific details of the Plan are covered in separate documents.

Effective 1/1/00, the match portion of the CertainTeed Thrift Plan (401-K) for Union employees will be implemented. Details will be available in a separate document.
ARTICLE XVIII
Group Insurance

(a) Life Insurance and AD&D  $45,000

(b) Accident and Sickness Benefit (26 week maximum)

Employees will receive 60% of his/her base rate per week (calculated as classification rate times 40 hours times 60%).

(c) Health Insurance Cost Share

The Company will fund 80% of the low cost medical plan, 80% of the low cost Pharmacy Plan, and 80% of the low cost Dental Insurance plan.

The Saint-Gobain Benefits Programs shall be administered by the Company and any enhancements and or changes which are incorporated into the various medical, pharmacy, dental, life insurance or other benefit programs for union employees will be the same menu of options available to the salaried non-bargaining employees under the same terms and conditions. In addition, it is understood that the Company may make any other changes in various programs offered; these changes if any, will apply unilaterally to all salaried, hourly and bargaining unit employees participating in the Saint-Gobain Benefits Program.

(d) Alternate Health Insurance Plan

The bargaining unit will have the option to choose the Union’s plan in place of the Company’s plan.

Should the bargaining unit collectively determine that it wants to be covered by the Union’s Health Plan, the Union will give the Company not less than (60) days advance notice of the change in writing. Any such changes must occur as of the first day of the Company’s plan year.

The Company further agrees to contribute no more than eighty percent (80%) of the actual plan costs for the Union Health Plan, subject to a maximum Company contribution of no more than 80% of the Company low cost plan, whichever is less. Employee contributions will be deducted from the employee’s wages and forwarded to the Union’s Health and Welfare Trust Fund.

The Saint-Gobain Benefits (employee-paid) Programs that are offered to Employees that are enrolled in the Company’s plan will be discontinued if the bargaining unit opts to choose the Union’s Health Plan. If the bargaining unit wants to participate in the Saint-Gobain (employee-paid) Benefits Program, the administrative costs for participating in the plans (“the set-up fee”) will be paid by the Company. The on-going monthly administrative fees of $3,500 will be shared by all Shakopee Union participants

Retirees (hired before 05-01-10) will be paid a lump sum payment of $2000.00 upon retirement in lieu of the $3000.00 life insurance policy.

ARTICLE XIX

Saving Provisions
Any Federal or State Laws and City Ordinances which supersede any part of this Agreement shall not void any condition of this Agreement which is not in conflict with such laws or ordinances.

ARTICLE XX

State and Federal Laws

It is the intent and purpose of the parties to this Agreement to abide by and comply with all laws, both state and federal, and the decisions and ruling of all courts, tribunals and boards, both state and federal, that may legally affect this Agreement. It is the belief of the parties hereto that this Agreement does so comply with all such laws, decisions and rulings. If, however, this Agreement and the employer-employee relationship set forth herein is not in compliance with any such present law, decision or ruling, or is not, or will not be in compliance with any such law, decision or ruling which may be enacted or promulgated in the future, the parties hereto agree to meet promptly to negotiate provisions which do comply.

ARTICLE XXI

Duration of Contract

The terms and conditions of this Agreement shall supersede and replace all previous agreements between the parties hereto, and shall extend to April 30, 2020, inclusive, and shall continue in effect from year to year thereafter unless terminated as follows: either party may terminate this Agreement or request amendments thereto on April 30, 2020 or on April 30 of any year thereafter by giving to the other party sixty (60) days written notice prior to April 30, 2020 or April 30 of any year thereafter in which termination or amendments are requested.
NON ROTATING 4 ON/OFF SCHEDULE

<table>
<thead>
<tr>
<th>M</th>
<th>T</th>
<th>W</th>
<th>T</th>
<th>F</th>
<th>S</th>
<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>1st week</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>B</td>
<td>B</td>
<td>B</td>
</tr>
<tr>
<td>2nd week</td>
<td>B</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>B</td>
<td>B</td>
</tr>
<tr>
<td>3rd week</td>
<td>B</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>B</td>
<td>B</td>
</tr>
<tr>
<td>4th week</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>5th week</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>6th week</td>
<td>A</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>7th week</td>
<td>A</td>
<td>A</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>A</td>
</tr>
<tr>
<td>8th week</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>B</td>
<td>B</td>
<td>B</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 18th day of May in the year 2016.

CERTAINEED CORPORATION

By: _____________________________
   Graham Foulkes

By: _____________________________
   Robert Cohen

By: _____________________________
   Pete Anderson

By: _____________________________
   Grant Birznieks

By: _____________________________
   Marty Hancharenko

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, AFL-CIO, 2722 County Road D East White Bear Lake, Minnesota 55110

By: _____________________________
   Scott Marsyla, Business Representative

By: _____________________________
   Michael Dowdle, President

By: _____________________________
   David Monsour, Business Manager

By: _____________________________
   Sahid Shuman, Shop Steward

By: _____________________________
   Linda Powers, Recording Secretary