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INTRODUCTION

Employee Benefits and Policies

This Employee Benefits and Policies manual is a convenient reference to the personnel policies and practices of the Portland Cement Association (PCA or the Association). It describes policy guidelines relating to your employment and summarizes benefits provided to you as an employee.

The policy guidelines and benefits described in this manual are not conditions of employment and do not create any contractual rights for employees. These guidelines and benefits may be revised from time to time and the Association reserves the right to modify or discontinue any of them at its discretion. Therefore, when you have questions it is wise to check with your supervisor or Human Resources to make sure you are up to date on the guidelines that may affect you.

At the end of the manual are summaries of some of the PCA employee benefit programs.

Employment at Will

Please note that the guidelines contained in this manual are not conditions of employment and do not create any contractual rights for employees. Either the employee or the Association may terminate the employment relationship, with or without cause, at any time. The cause can include, but not be limited to, unethical conduct, inappropriate behavior, insubordination, willful neglect to duties, inability to perform job or duties satisfactorily or conduct adverse to the best interests of the Association.
ABOUT YOUR EMPLOYER

Management Philosophy

The Association’s most valuable resource is its people. Its record of achievement over three quarters of a century has been built by the dedicated men and women who successfully met or surpassed new goals year after year. The future of PCA depends on such people. Only with the ideas, creativity, resourcefulness, skill, and productivity of you and your colleagues will the Association be able to do its full part on behalf of the industry we represent.

The most important thing for you to know as you join us is that you are entering an organization whose sole purpose is service to its members. All trade associations offer services, but it is the way in which we provide those services that has earned us the outstanding reputation we currently enjoy. We must always want to help our members; we must always find the best way to service our members; and, we must always make our members feel positive about being associated with PCA. It is only you and your colleagues who can do all these things. That's why you are so important to us, and why we hope you will be happy with our Association.

History

In 2008, the Portland Cement Association celebrated 92 years as the nucleus of the cement and concrete industries. Throughout its history, PCA has represented cement producers exclusively. Yet through research, field work, and educational programs, PCA has also played a major role in the development of all types of 20th century concrete construction.

By 1916, cement was emerging as a construction staple just as the country’s building and development were beginning to boom. Such new-found opportunities for concrete, coupled with the need for research and education on this relatively new material, drew cement manufacturers together to create the Association. PCA’s mission then and now: "to raise the standard of concrete construction, to improve the quality of concrete work, to increase the quantity of cement used in established fields, and to develop new fields."

Seizing opportunities stemming from the Highway Act and a flourishing market for concrete, the Association established its presence through a network of field offices and consumer-targeted newspaper and magazine advertising campaigns touting concrete for roads, housing, and buildings. From its original headquarters in Chicago, PCA pursued both promotional and technical agendas.
Technical efforts were engineering- and material-oriented. PCA initiated testing, for example, that led to concrete pavement design standards for streets, roads, and in the late 1920s, airport pavements. The engineering aspect has continued through the present with field and lab testing of transportation pavements and structures, buildings, dams, and other major concrete end-use projects. PCA also has a tradition of perfecting concrete applications around the home, most notably driveways, patios, steps, walkways, and water-tight basements and foundations.

PCA’s technical advancements in cement and concrete are universally acknowledged. In keeping with its fundamental goals, PCA has consistently pursued refinements in portland cement, concrete, and their uses. Cement, the key component in concrete—but a term too often used with concrete—is the product of a kiln-fired process combining limestone, iron, silica, and alumina.

Current PCA members account for more than 95% of cement capacity in the U.S. and 100% in Canada. Aside from its Skokie headquarters, PCA also maintains an office in Washington, D.C., where it represents cement interest in legislative and regulatory matters. In Canada, operations are carried out by the Cement Association of Canada, a separate division but within PCA’s corporate structure. A wholly owned subsidiary of PCA, CTLGroup, offers engineering services, testing, and research to construction, transportation, and related industries.

**Equal Employment Opportunity/Affirmative Action**

PCA is an equal employment/affirmative action employer. PCA is committed to providing equal opportunity in all aspects of employment. It is our policy to provide equal employment opportunities to all individuals based on job-related qualifications and ability to perform a job, and does not discriminate on the basis of age, sexual preference, sex, race, color, religion, creed, national origin, disability, marital status or any other legally protected status. PCA is also committed to maintaining an environment free from intimidation or harassment based upon these grounds.

PCA also will take affirmative action to employ, retain and promote minorities, women, individuals with disabilities, disabled veterans, veterans of the Vietnam Era, newly separated veterans or other veterans.
This policy not to discriminate in employment includes, but is not limited to, the following:

- The Association will hire, promote, upgrade, transfer, demote, terminate, recruit, advertise, or solicit for employment without discrimination.

- The Association will establish rates of pay and terms, conditions, or privileges of employment without discrimination.

Employees who feel they have been discriminated against should immediately report such behavior or actions to Human Resources. The complaint will be investigated, and if the charge is found to be true, the offending employee will be subject to discipline, up to and including termination of employment. Complaints will be handled in a confidential manner, consistent with the need to investigate and take corrective action.

**Americans with Disabilities Act (ADA)**

The Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of the Association to comply with all Federal and state laws concerning the employment of persons with disabilities.

It is the Association policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms conditions, and privileges of employment.

Portland Cement Association will reasonably accommodate qualified individuals with disabilities so that they can perform the essential functions of the job.

The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.
Applicants or employees with disabilities are encouraged to contact the Human Resources Department to request a reasonable accommodation.
SKOKIE CENTER FACILITIES

Traffic Guidelines

Emergency vehicles have the right-of-way. Watch out for pedestrians walking between B and C buildings. Pedestrians in the roadway have the right-of-way at all other times and should face oncoming traffic. They should be prepared to yield right-of-way if necessary to avoid injury. Think SAFETY!

Traffic flow on the circular drive south of Buildings A and B:

- Speed limit 15 mph.
- One-way (clockwise) traffic—entrance on west, exit on east.
- Parking for visitors only in left (north) lane as indicated by signs.
- Employees being driven to and from the Center by others may use the circular drive to be dropped off.

Traffic flow for entering and exiting property:

- Speed limit 15 mph.
- Obey all stop signs. Especially those under the canopy between B and C buildings.

Parking Guidelines

Park in stalls indicated by yellow lines or single yellow line and concrete curb. Parking is prohibited on drives, or in front of large overhead doorways and loading docks. Parking for longer periods should be cleared with PCA's Building Services Department, who may request that the vehicle ignition key be left, particularly during winter months for snow removal purposes.

At all times when you are parked on the PCA campus you should display your parking tag. There may be times when Building Services will need to reach you in order to have you move your vehicle.
CONDITIONS OF EMPLOYMENT

Citizenship Requirements

The Immigration Reform and Control Act of 1986 require employers in the United States to verify U.S. citizenship or, for aliens, authorization to work in the U.S. before hiring any new employees. Federal regulations require that before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form and all applicants who are hired need to present documents of identity and eligibility to work in the U.S.

If you become unauthorized to work at any time during your employment with the Association, you must immediately report the situation to Human Resources. By law, PCA can only employ individuals who are legally authorized to work in the United States.

Physical Examination

At the time you are hired you may be required to undergo a medical examination that includes alcohol and drug screenings and that is carried out by a physician designated by the Association.

As a condition of continued employment, employees may also be required to undergo periodic medical examinations, at times specified by the Association, which may also include alcohol and drug screenings.

All such examinations are conducted in a confidential manner and at the expense of the Association.
BUSINESS ETHICS AND DISCLOSURE

Antitrust Compliance

If you are employed in certain positions, you will be asked to read PCA’s Antitrust Compliance Manual, and to pledge to fully comply with both the letter and the spirit of the antitrust laws. If you become aware of an actual or potential antitrust problem, call it to the attention of an officer **immediately**.

Conflicts of Interest

As an employee, you are asked not to enter into commitments, obligations, or relationships with individuals or organizations outside PCA that would involve you in potential conflicts of interest.

During the normal course of business, those who conduct the affairs of the Association shall at all times place the best interests of the Association above their own private interests. All employees of the Association, and members of their immediate families, shall avoid both the fact and appearance of conflicts of interests.

Examples of Conflict of Interest Situations:

An employee or member of the employee’s immediate family has a direct or indirect interest in any organization, operation or corporation, which does or seeks to do business in any way or capacity with the Association.

An employee or member of the employee’s immediate family is an officer, director, principal or key associate of any organization, operation, partnership or corporation that is directly or indirectly in competition with the Association.

Disclosure of any proprietary information or business trade secrets of the Association to any outside party or the disclosure of any financial information, which is not public information, to any outside party other than in the normal course of conducting the affairs of the Association.

The receipt of commissions, kickbacks, favors, (e.g., extensive entertainment, services, gifts) goods or services, that would not be considered normal and routine within the context of the business relationship and might appear to affect the employee's ability to act in the best interest of the Association.

The misstatement, the misapplication or falsification of any of the Association’s records will be considered a conflict of interest.
**Employee Agreement**

Upon joining the Association staff, you will be asked to sign an Employee Agreement that ensures the Association’s retention of the rights to all ideas, inventions, patents, writings, copyrights, or any other creative rights that you may develop as a result (either partly or completely) of your work with PCA, or that relate to the Association’s business.

You also will be asked to treat as confidential during your employment and thereafter, except as may be authorized by PCA, all ideas, inventions, writings and other confidential information relating to the Association and its clients that may come to your attention or which you may create during your PCA employment. In the event you should leave the Association at some future date, you will be obligated to convey or deliver to PCA all such information or written materials in your possession.

**Signing Contracts**

The Agreement described above also provides that, unless expressly authorized by the President or the By-Laws of the Association, you are not permitted to sign or accept any contract or agreement purporting to obligate the Association financially or otherwise.

**Personnel Record**

Your personnel record, which is kept by Human Resources, will include personal and family information, educational achievements, previous work experience, salary history, performance reviews, professional accomplishments, awards, and other pertinent data. You can be sure that all information in your record is considered confidential and is used with utmost discretion. Notify Human Resources of any change in address, telephone number, marital status, dependents, membership in organizations, completion of outside educational work, professional affiliations, and all other information required to keep your record up to date.

You have the right to review your personnel record twice each year, at reasonable intervals, upon written request to Human Resources. You will be permitted to review your file within seven working days of receipt of your request by Human Resources. For branch office employees, additional time may be required for mailing of the file.

All conversations, data, files, and records are confidential and will not be disclosed without the employee’s express or implied permission. This also applies to information
about fellow employees. Employees who violate or disregard this policy will be subject to disciplinary action up to and including termination.

The material reviewed must remain in the file. After the review, the employee may obtain a copy of the information or part of the information contained in the file.

If an employee disagrees with the information in the file, he/she may send a written request to Human Resources to remove or correct the disputed information. If an agreement cannot be reached, the employee may submit a written statement explaining the employee’s position. Such statement shall remain in the file attached to the disputed portion of the personnel record.

**Employment of Relatives**

Persons, who are related by blood, adoption, marriage or same sex domestic partnership to a PCA staff member or a member of PCA’s Board of Directors, should not be recommended for employment with PCA.

However, in special circumstances and with approval of the President, such employment is permitted if it serves the interests of the Association. In special circumstances the relatives should not work in the same departments as the employees.

**Other Employment**

The Association discourages full-time employees from taking employment outside the company employment, where such activity conflicts or competes with your PCA responsibilities, makes extensive use of your professional skills, or decreases your efficiency. Outside employment activities are allowed with the prior approval of the respective officer and subject to the following considerations:

Work requirements, including overtime, will have precedence over any part-time employment elsewhere. If you are engaging in, or are anticipating taking, a part-time job, even for a short period, you must discuss the situation with your supervisor to make certain your plans are consistent with this policy. If you are a professional or managerial employee, your outside employment or activity must have the approval of an officer.
EMPLOYMENT STATUS

All employees at PCA may not work the same number of hours or be entitled to the same benefits. In most instances, your eligibility for benefits depends upon your employment status. For administrative and benefit purposes, it is important that you have a clear understanding of our employee categories.

Regular Full-Time

If you are a regular full-time employee, you are scheduled to work 40 hours per week. You are eligible to participate in all of the Association's benefit programs.

Regular Part-Time

If you are a regular part-time employee with PCA, you work a regular schedule of less than 40 hours per week.

You earn vacation and personal time off (V and P) credit in proportion to your work schedule as it relates to a 40 hour work week. When you use V and P credit, you will be paid for the time you normally would have worked. (The V and P program is described in detail in the "Absences from Work" section of these policies).

You will receive your regular pay for PCA holidays that fall on days you are regularly scheduled to work. You will also receive pay for absences resulting from illness, death in the immediate family, deaths of other relatives and friends, jury service, voting, or military service and training.

You are eligible for participation in the retirement and savings plans if your regular schedule of work is at least 1,000 hours per year.

If you work a regular schedule of less than 30 hours per week, you are not eligible for leaves of absence, the medical plan, dental plan, life and AD&D insurance plan, short-term disability plan, long-term disability insurance, business travel insurance, or for any other benefit programs, except as specified in the "Other Employee Benefits" section of these policies.
Short-Term

If you are hired to work a specified, pre-arranged length of time, you may work either full-time or part-time hours. You are not eligible for benefits, except as specified in the "Other Employee Benefits" section of these policies.

Exempt and Non-Exempt

Employees are classified as either Exempt or Non-Exempt according to the Federal Fair Labor Standards Act (FLSA). Certain supervisory, administrative, technical and professional positions are exempt and, consequently, ineligible for overtime pay. If you qualify as non-exempt under the FLSA, you receive overtime pay at the rate of one-and-one-half your regular hourly rate for all hours worked in excess of 40 hours per week. Your supervisor or Human Resources will explain your situation to you. Further details on overtime pay are described in the "Overtime" section of these policies.
WORK WEEK

Hours of Work

For record purposes, PCA's work week begins at 12:00 a.m. Sunday and extends to 12:00 a.m. the following Saturday. Most of the staff works Monday through Friday. Some employees may need to work a different schedule from time to time.

The normal work day at Skokie begins at 8:00 a.m. and ends at 4:30 p.m. The workday, exclusive of the lunch period, is eight hours and employees should report on the basis of an eight hour day. In branch offices, starting and closing times may vary according to local practice.

PCA offers a flextime schedule for its’ staff with three options:

- 7:30 a.m. - 4:00 p.m.
- 8:00 a.m. - 4:30 p.m.
- 8:30 a.m. - 5:00 p.m.

The PCA switchboard is open from 7:30 a.m. to 5:00 p.m.

If the demands of our business dictate that an employee's work schedule and/or hours need to be changed, we reserve the right to make such changes, but every effort will be made to do so with reasonable notice and consideration of your needs.

Attendance

Attendance is an essential part of an employee's total job performance and is critical to the smooth and efficient operation of the Association. It is imperative that all employees report to work regularly and be ready to perform their assigned duties at the beginning of their work day.

If you are going to be late or absent, notify your supervisor ahead of time, if possible. If not, call him or her as soon as you can to explain why you're late or absent and indicate when you expect to be at work. If your supervisor is not available leave him or her a voicemail and/or email. Your failure to call in or notify your supervisor promptly concerning your absence may lead to serious discipline. Should you fail to notify PCA of your
absence on three consecutive work days without proper explanation, and, where required, documentation, PCA will have no choice but to regard you as having voluntarily quit your employment and, accordingly, you will be terminated. Excessive tardiness or absenteeism also will result in serious discipline, possibly including termination from PCA.

Time Recording

For a number of reasons, including conforming with the requirements of the law, it is necessary for us to keep accurate time records. Hours worked and paid time off must be recorded accurately on a daily basis. You will be told about recording your time at the orientation session. (Orientation is described in the "Communications" section of these policies). Your supervisor will review your time card to make certain it is completed properly. Falsifying your own time card, or that of another employee, constitutes grounds for dismissal.

Lunch Period

All employees receive a 30-minute unpaid lunch period. Luncheon schedules may be required to make certain that each area is adequately covered to provide assistance to, or answer inquiries from, our members and clients during this time. The lunchroom at our Skokie Center is provided for your convenience should you wish to eat on the premises.

Overtime

Sometimes you may be asked to work overtime, that is, beyond your normal daily or weekly schedule.

Employees are identified as either Exempt or Non-Exempt according to the Federal Fair Labor Standards Act (FLSA). Certain supervisory, administrative, technical and professional positions are exempt and, consequently, ineligible for overtime pay.

If you qualify as non-exempt under the FLSA you will receive compensation for overtime work as follows:

- If you normally work less than 40 hours per week, you will be paid your regular hourly rate for all overtime hours worked up to 40 hours in any given work week.
• You will be paid one-and-one-half times your regular hourly rate for all hours worked in excess of 40 hours in any given work week.

• You will be paid one-and-one-half times your regular hourly rate for all hours actually worked on Saturdays or Sundays regardless of the number of hours worked during the regular week days.

• You will be paid one-and-one-half times your regular hourly rate for all hours worked on a company-observed holiday in addition to receiving your regular holiday pay.

If you are a non-exempt employee, you must have the approval of your supervisor in order to work overtime. It will be authorized only if work cannot be completed during the regularly scheduled hours, or in emergency situations. Legal holidays and other paid time off will be credited as hours worked toward computing overtime.

**Compensatory Time Off**

Non-exempt employees may be given time off to compensate for overtime providing they receive **one-and-one-half hours** off for each hour of overtime. According to law, this time off must be given in the same work week as the overtime is worked, except when the overtime occurred at the end of the week. In such cases, any compensatory time off must be given in the next week.
PAY PROVISIONS

Paydays

Scheduled paydays are the 15th and the last working day of each month. When a scheduled payday falls on a holiday or weekend, you will be paid on the immediately preceding business day.

Direct Deposit

Your pay is automatically deposited in your personal checking or savings account at the bank or savings institution you specify.

Deductions from Your Pay

PCA is required by law to make payroll deductions for FICA (Social Security), federal income tax, state income tax and city tax, if applicable. You may elect (in writing) other payroll deductions such as contributions for Group Insurance Plans, Savings Plan. Each deduction is shown on the pay stub you receive from PCA.

Wage Assignments, Garnishments, Levies

In the event a demand is made on PCA against your wages in the form of a Wage Deduction Summons, Wage Assignment, or Internal Revenue Levy, the Association will take the appropriate action required under State or Federal law and the Internal Revenue code. Upon receipt of a demand or levy, and notification to you, PCA will automatically deduct the proper amount for the appropriate period of time from your wages and forward it to your creditor.
ABSENCES FROM WORK

VACATION DAYS

Vacation time is earned on a prorated basis as follows:

- New employees earn vacation days beginning with their first full calendar month of employment at a rate of 0.833 days per month and are eligible to begin taking them in their fourth full calendar month of employment.
- Second full calendar year through third full calendar year – 10 days per year.
- Fourth full calendar year through tenth full calendar year – 15 days per year.
- Eleven full calendar year and beyond – 20 days per year.

With your manager’s approval, vacation days can be carried over into the following year.

PERSONAL DAYS

Each employee is granted two personal days each year – these days do not accrue and cannot be rolled over into the following year.

- New employees are granted two personal days for the year in their fourth full calendar month of employment
- Existing employees are granted two personal days on January 1st of the year.

If you have used the entire V and P allowance available to you in a given calendar year, plus any V and P carryover from the previous calendar year, any additional scheduled time off for vacation or personal reasons will be unpaid.
If you leave the Association, you will receive pay for any current year earned but unused V and P credit. You will also receive pay for any unused approved V and P carryover earned in the immediately preceding calendar year. If you have used more V and P credit than you have earned as of the separation date, including any V and P carryover, any unearned V and P days you have taken will be deducted from your final pay.

You may be granted time off without pay only after all earned but unused V and P credit, including any V and P carryover, has been used, and with the approval of the appropriate officer. You do not earn V and P credit during Short-Term Disability, Long-Term Disability, Family & Medical Leave and an unpaid leave.

HOLIDAYS

Each employee is entitled to 11 holidays and depending on your office location, there may be floating holidays available to you.

**Illness or Injury**

If you are ill or injured in an accident, you are permitted reasonable absence with pay, with each case considered on an individual basis. Such unscheduled absence must be reported to your supervisor as promptly as possible. You must continue to notify your supervisor each day that you will not be available to
work as a result of illness or injury. If it appears you may be absent longer than three days, you must be, as a general rule, under a physician's care to qualify for sick pay. It is your responsibility, if requested by your supervisor, to provide a doctor's verification of your disability in case of an absence longer than three days. If your absence continues for more than two weeks, you will be considered to have been on Short-Term Disability from the beginning of your period of absence. (Refer to the "Short-Term Disability" section of these policies.)

**Family Death**

In the case of a death in the immediate family, up to five days with pay is allowable. "Immediate family" includes parents, spouse, children, brothers, sisters and parents-in-law.

**Deaths of Other Relatives and Friends**

In the case of a death among other relatives and close friends, reasonable time off with pay will be allowed to attend the funeral. Generally this time should not exceed a half day and will be limited to one day. Two days off with pay may be granted for out-of-state travel.

**Doctor Appointments**

Doctor appointments should normally be arranged so as not to conflict with your regular work schedule. If such arrangements cannot be made, you may be granted the necessary time off with pay upon the approval of your supervisor.

**Jury Service**

PCA encourages its employees to serve as jurors. Bring a copy of your summons to your supervisor if you are notified to serve. While on jury service, you are expected to be at work if your attendance in court is no longer required. When you return to work, you must give your supervisor a copy of the dismissal notice. You will receive your regular salary during the full period of jury service. You may keep any compensation paid by the court.

**Voting**

We encourage you to exercise your right to vote. Since the polls are generally open from 6:00 a.m. until 7:00 p.m., you should be able to vote before or after
work. If, for any reason, you are unable to do so, discuss the situation with your supervisor in advance of Election Day.

**Military Service and Training**

In accordance with federal and state requirements, leave is granted to employees who enter uniformed military service of the Armed Forces of the United States for active duty or training. Employees returning from military leave are afforded re-employment rights and benefits in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994 as well as any applicable state law.

If you are in a military reserve unit and are required to participate in summer or other training programs, you will be allowed two weeks' leave with two weeks' salary minus the military pay received. As an alternative, you may prefer to use vacation and personal time off (V and P) credit for all, or part of, this leave. If so, you must return to PCA only the portion of your military pay not covered by the V and P credit used.

**Procedures:**

Employees seeking military leave must submit a copy of their military orders to their Supervisor or Human Resources representative as soon as the employee knows the need for the leave.

Regular full time and part time employees are eligible for military leave regardless of the length of their employment.

Employees requiring a leave in order to participate in required military training/duty as a reservist will receive the difference between regular pay and military pay for a period of training/duty up to fifteen calendar days per year, including time involved in traveling to and from said duty. Such leave is not counted against the employee's accrued vacation benefits.

Reservists called to active duty (as opposed to regular reserve training) will continue to receive the difference between regular pay and military pay for up to ninety days. Active duty reservists may elect to extend this period by using accrued vacation leave. The accrued vacation extension will be at the regular rate of pay.

Benefits coverage will be continued in accordance with rules governing leave of absence.
Vacation and sick leave will not accrue while the employee is on military leave. Should the employee elect to terminate his/her employment during or following the period of military service, medical coverage for the employee, as well as spouse/dependents, will be available as defined under COBRA.

**FAMILY & MEDICAL LEAVE**

**Purpose**

The purpose of the Portland Cement Association Family and Medical Leave (FML) Policy is to outline the conditions under which you, as an employee, may take time off for a limited period with job protection and no loss of accumulated service. The Association will not discriminate against employees who take leave hereunder.

**Eligibility**

To be eligible for leave under this policy, at the time leave is requested, you must have been employed by the Association for at least twelve months in total (which need not be consecutive), and must have worked at least 1,250 hours during the twelve month period preceding the commencement of leave. Additionally, the Association reserves the right to limit leave available to otherwise eligible employees who work at a location where there are fewer than 50 Association employees within 75 miles of your location.

**Qualifying Circumstances for the Leave**

(A) As explained below, some circumstances qualify you for an aggregate of 12 weeks of leave in a rolling 12-month period (measured backwards from the date leave commences); one condition qualifies you for an aggregate of 26 weeks of leave in a single (one time) 12 month period. Leave taken for one circumstance counts against the aggregate leave allotment. Special provisions exist for spouses who are both employed by the Association. Spouses, both of whom are employed by the Association, are entitled to a combined total of 12 or 26 weeks of leave (as may be applicable) to care for a newborn/adopted or foster child, to care for a parent with a serious health condition, or to care for a servicemember.

(B) Eligible employees may take an aggregate of 12 weeks leave for the following conditions:
1. **Birth/Adoption/Foster Care:** For the birth, adoption, or placement of a child and to care for such child. Such leave must be completed within one year of birth or placement.

2. **Family Member Serious Health Condition:** To care for a spouse, child or parent who has a serious health condition.

3. **Employee’s Serious Health Condition:** For your own serious health condition which prevents you from performing your job.

4. **Active Duty:** Because of any “qualifying exigency” (when and as defined by applicable FMLA regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on Active Duty, or has been notified of an impending call or order to Active Duty, in the Armed Forces in support of a Contingency Operation (capitalized terms are as defined in Section 101(a)(13) of Title 10 of the United States Code);

(C) Care for Servicemember: Eligible employees who are the spouse, son, daughter, parent or “next of kin” (nearest blood relative) of a covered servicemember may take an aggregate of 26 weeks within a single (one-time) 12-month period to care for a “covered servicemember.” The term “covered servicemember” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term “outpatient status,” with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient, or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. The term “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

**Serious Health Condition**

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice or residential medical care facility or continuing treatment by a health care provider. Generally, a chronic or long-term health condition, which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

Employees with questions about what illnesses are covered under this FMLA policy are encouraged to consult with the Human Resources Department.

**Paid/Unpaid Leave/Coordination with Disability Leave and Illness or Injury Paid Time**
FML may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

If you have accumulated unused vacation and personal time off (V&P) including any V&P carryover, prior to the leave, you must apply this unused time before beginning a period of unpaid leave under this policy.

Paid time off for any disability leave (including pregnancy) and for illness or injury runs concurrently with any applicable FML and will therefore shorten the unpaid portion of the leave.

Reinstatement

Upon return from your leave you generally will be returned to the same or equivalent position, though you have no greater right to reinstatement than if you had been continuously employed rather than on leave. Employees on leave due to their own serious health condition must provide medical certification that they are able to perform their duties prior to returning to work.

Note: If you are a salaried employee and are among the highest paid ten percent of Association employees within seventy-five miles of your workplace, and reinstating you would result in substantial and grievous economic injury to the Association, your reinstatement after your leave can be denied. In this situation, however, you will be given an opportunity to return to work prior to the replacement of your position.

Status of Employee Benefits During Leave

You and your dependents (if applicable) may receive continuation of Life, Accidental Death & Dismemberment, Medical, Dental and Vision benefits. You will be responsible for your semi-monthly premium costs. Payment of such premium costs must be coordinated with Human Resources prior to the beginning of the leave. In the event that you elect not to return to work upon completion of an approved leave, the Association may recover from you the cost of any payments made to maintain coverage (unless the failure to return to work was for reasons beyond your control such as because of a serious health condition or serious injury or illness of a covered servicemember).

Your contributions and PCA’s matching contributions to the Long-Term Savings Plan are suspended during a period of unpaid leave.

If eligible for the Association’s retirement plan, you do not accrue credit service during any portion of a leave of absence exceeding 12 months in duration.
Benefit entitlement based upon length of service for all other benefit programs will be calculated as of the last paid work day prior to the start of the unpaid leave. Therefore, seniority in all other benefit programs will be the same when you return from the unpaid leave as prior to when you left unless stated otherwise in the appropriate plan document.

**Intermittent or Reduced Schedule Leave**

If necessary because of your or your family member’s serious health condition or to care for a covered servicemember, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Association may require you to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule. Employees taking FML for Active Duty Care also may be eligible for leave intermittently or on a reduced leave schedule for reasons other than medical necessity.

**Requesting Leave**

When the need for the leave is foreseeable, you must provide a 30-day prior notice when possible. Otherwise, you must provide as much notice as is possible, reasonable and practicable. If the leave is for your or a family member’s serious health condition or to care for a servicemember, you must make efforts to schedule treatment so as not to unduly disrupt Association operations. In cases of leave because of your own or family member’s serious health condition or to care for a covered servicemember, you will be required to report periodically on your leave status and intention to return to work. In addition, you must give notice as soon as practicable (within 2 business days if feasible) if the dates of leave change or are extended or initially were unknown.

**Leave Requests**

You must inform your supervisor or human resources that you need family or medical leave and when you expect to be absent. The Human Resource Department will make necessary inquiries and evaluate whether you are eligible for leave under this policy. The Association also reserves the right to count leave as FML, prospectively or retroactively, even if the employee does not so designate the leave.

**Health Care Provider Certification**

An Application for Family Medical Leave must be completed (whenever possible), signed by you, and forwarded to Human Resources for approval prior to commencement of leave. If leave is due to a serious health condition or to
care for a covered servicemember, the Association requires completion of a "Certification of Health Care Provider" form prior to commencement of leave when possible, but no later than 15 days after requested. The Certification of Health Care Provider is necessary to prove and document medical necessity for either your own serious health condition or the need for you to care for a family member with a serious health condition or for a covered servicemember. The Certification of Health Care Provider, if for purposes of leave to care for a child, spouse, or parent, is to include an estimate from the treating physician of the amount of time that you are needed to provide care to the immediate family member. The Association uses the Department of Labor’s standard form for certification purposes.

When leave is requested for your own or a family member’s serious health condition, the Association also reserves the right to request updated medical information from the attending physician and/or require you and/or your family member to obtain an independent medical examination by a doctor chosen by the Association, at Association expense. If the first and second opinions differ, the Association, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Association and you.

To the extent permitted by applicable law, a request for FMLA leave for Active Duty Care will be required to be supported by a certification issued at such time and in such manner as may be prescribed by applicable law.

Integration with State Family Leave Laws

Where state or local family and medical leave laws offer similar leave, that leave will be deemed taken concurrently with leave mandated by federal law to the extent allowed by law. Where state or local laws provide more protections and benefits to employees, the protections or benefits provided by such laws will apply in addition to what is provided for in this policy.

Leave Beyond What is Provided under this FML Policy

Portland Cement Association reserves the right, and may decide on a case by case basis, to provide unpaid time off for a period of time which exceeds what the Family and Medical Leave policy allows. The Association does not guarantee that it will be able to reemploy individuals who take post-FMLA leave. Further, during a period of post-FMLA leave, an employee’s health care benefits do not continue in force unless the worker elects to pay the full cost of COBRA coverage. Employees should be aware that a lapse in benefits coverage or plan participation during a period of post-FMLA leave might affect a worker’s coverage after the employee returns to work.
Misrepresentation/Abuse

Employees who misrepresent the reason for requesting FML, who take FML to work another job, or otherwise abuse this leave entitlement may be disciplined up to and including termination.

Maternity Leave

For medical purposes, maternity benefits are the same as benefits related to any other illness or disability. Similarly, maternity leave is provided on the same basis as leave granted as a result of disability under the Association's Short-Term Disability and Long-Term Disability Plans.

Unpaid Leave of Absence

If your personal circumstances require you to be absent for an extended period, you should consult the Human Resources Department. He or she will review your situation with you and recommend approval or disapproval of your request for a personal leave of absence without pay, basing this judgment on the reason for the request, your length of service, the duration of the requested leave, and current work needs of the department or unit. All such leaves of absence must be approved by the appropriate officer. Your position will be held open for up to three months during such leave unless your position must be filled by PCA in order to meet pressing business necessities.

During a leave of absence, medical, dental and life insurance coverages remain in effect. You must continue to make contributions for this coverage as though you were not on a leave of absence. If you are eligible for our retirement plan, you do not accrue credited service during any portion of a leave of absence exceeding 12 months in duration. Your contributions and PCA's matching contributions to the Long-Term Savings Plan are suspended during a leave of absence.

You may be granted time off without pay only after all earned but unused vacation and personal time off (V and P) credit, including any V and P carryover, has been used. You do not earn V and P credit during an unpaid leave. (See the "Vacation and Personal Time Off" section of these policies).
GROUP BENEFITS

Where indicated, a summary plan description (SPD) is included in this manual for our benefit programs described below. We urge you to read these summaries carefully to understand the full benefits of these programs. While these summaries describe the main provisions of the plans, the actual master plan documents contain the official governing provisions. These master documents are available for your review in Human Resources.

These benefit plans are not conditions of employment and no provisions of these plans create any contractual rights for employees. PCA expressly reserves the right to modify or terminate these plans without notice at any time.

Your rights as a participant in our benefit plans, under the Employee Retirement Income Security Act of 1974 (ERISA), are stated in the last section of this manual tabbed "ERISA Rights." Further information is available from Human Resources.

Medical Plan

Medical care benefits are available for all regular full-time employees, and regular part-time employees who work a schedule of at least 30 hours per week, and their dependents on a contributory basis following 30 days of employment. Our program is designed to offer you quality health protection against medical costs and catastrophes. It includes both medical and surgical coverage and major medical benefits. The Medical SPD is under construction and not included in this section. Please consult the Benefits & Insurance Forms under Human Resources for highlights information on the Medical Plans.

Dental Plan

A contributory group Dental Plan is available for regular full-time employees, and regular part-time employees who work a schedule of at least 30 hours per week, and their dependents. This comprehensive plan covers preventive care, routine care and major restorative work. You may participate in the plan upon completion of 30 days of employment. The Dental SPD is under construction and not included in this section. Please consult the Benefits & Insurance Forms under Human Resources for highlights information of the Dental Plan.
Life and AD&D Insurance

PCA provides Group Term Life and Accidental Death and Dismemberment (AD&D) insurance to regular full-time employees, and regular part-time employees who work a schedule of at least 30 hours per week, on a non-contributory basis in the amount of two times your annual salary. You are eligible for benefits 30 days after employment. Dependent coverage is available on a contributory basis. The Life and AD&D SPD is under the Benefits & Insurance Forms under Human Resources.

Short-Term Disability Plan

This plan is available to all regular full-time employees, and regular part-time employees who work a schedule of at least 30 hours per week, after 30 days of employment. If you become disabled due to illness or accident, your salary will be continued in full or part for up to three months under PCA’s Short-Term Disability Plan. If you continue to be disabled, a portion of your salary will be continued under the Long-Term Disability Plan (described below) until you recover or until you reach age 65, whichever comes first. Under certain conditions, your disability salary may be continued to age 70-1/2.

Under the Short-Term Disability Plan, your salary will be continued during your disability for up to 13 weeks as follows: full salary for the first six weeks plus one additional week of full salary for each full year of service, and two-thirds salary for the balance of the 13 weeks, if any. Any Workers’ Compensation or primary Social Security you receive for time lost from work and other benefits received under any law will be deducted from the benefits to which you are entitled. While receiving this disability pay, you will be required to be under the care of a licensed physician and provide periodic medical verification of your continued disability.

Your position will be held open for you during the first three months of disability leave unless your position must be filled in order to meet a pressing business need and as may be consistent with the law. If it has been filled, PCA will attempt to you give you a position of comparable status and pay if available and consistent with business needs. If your disability leave extends beyond three months, PCA will give you priority for any position opening for which you are qualified when you are able, and released by your physician, to return to work.

Your participation in the Association’s benefit programs continues during a period of short-term disability.

Long-Term Disability Insurance
This insured plan is made available to all regular full-time employees, and regular part-time employees who work a schedule of at least 30 hours per week, on a non-contributory basis after 30 days of employment. The plan provides for a disability benefit equal to 60% of salary including any disability benefits from primary Social Security, Workers’ Compensation, or similar law, for the duration of the disability, or until age 65 or beyond in accordance with the Age Discrimination in Employment Act (ADEA). A summary plan description is included in Benefits and Insurance Forms section under Human Resources.

If you are eligible for our retirement plan, you continue to accrue credited service as provided in the plan during a disability absence from work. Your contributions and PCA’s matching contributions to the Long-Term Savings Plan are suspended during a period of long-term disability.

Your life insurance (but not AD & D) coverage continues at no cost to you during a period of long-term disability. Medical and dental benefits are available as provided under the Consolidated Omnibus Reconciliation Act (COBRA), as amended by the Tax Reform Act of 1986 and in December 1990. (See the "Medical" and "Dental" sections of this manual). Additional details are available from Human Resources.

**Business & Travel Insurance**

This non-contributory insured plan provides coverage for all regular full-time employees, and regular part-time employees who work a schedule of at least 30 hours per week in the event of death or dismemberment as a result of accidental injury sustained while on a business trip by surface (train, automobile, bus, etc.) and/or air transportation. The complete description of this Plan may be found near the end of this manual.

**Workers' Compensation Insurance**

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers’ compensation insurance. The amount of benefits payable and the duration of payment depend upon the nature of your injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided beginning with the fourth consecutive day of your absence from work.

If you are injured or become ill on the job, you must immediately report such injury or illness to your supervisor and Human Resources. Your failure to
follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

Questions regarding workers' compensation insurance should be directed to Human Resources.

**Retirement Plan**

Regular full-time and regular part-time employees scheduled to work at least 1,000 hours per year, who are at least 21 years of age, are eligible for our non-contributory Retirement Plan. The amount of pension upon your retirement is dependent upon your age, years of credited service and final average salary. You are vested in the plan after five years of service. For detailed information, read your summary plan description found in the "Retirement" section of this manual. Additional details are available from Human Resources.

**Long-Term Savings Plan**

Regular full-time and regular part-time employees scheduled to work at least 1,000 hours per year, who are at least 21 years of age, are eligible the first of the month following employment for the Long-Term Savings Plan. You may elect to contribute up to 75% of salary (or such lesser amount as restricted by law) to the plan on a before-tax basis. PCA provides a matching contribution of up to $1,200 per year on your behalf.

**Post-65 Benefits**

Employees beyond age 65 continue to participate in the Association's group insurance benefits. When you reach age 65, several conditions come into play affecting your benefits status during your continued employment.

While you may continue to participate in the group medical plan, you also become eligible to participate in the federal Medicare program (Parts A and B). Hospital insurance benefits (Part A) are provided at no cost to you. You may elect to participate on a contributory basis in medical insurance (Part B). You may enroll in Medicare up to three months prior to attaining age 65. As long as you remain a participant in the Association's group medical plan, Medicare will provide only secondary coverage for expenses not covered by the group plan but considered eligible for Medicare.
At age 65, your life insurance coverage will be reduced by 8% and will be further reduced by the same dollar amount on each of your post-65 birthdays during which you continue to be employed.

While you continue to accrue credited service under the retirement plan up to a maximum of 35 years, you also become eligible for Social Security benefits. However, during your continued employment, it may be to your advantage to defer receipt of Social Security benefits until a later date.

You may obtain additional information about your benefits during post-65 employment from Human Resources.
OTHER EMPLOYEE BENEFITS

**Educational Assistance**

After you have completed six months of continuous service as a regular full-time employee, you will be eligible for financial assistance in meeting 90% up to $6,000 of tuition costs, registration and laboratory fee expenses during each calendar year. Courses must be job related and you are not eligible if you are undergoing PCA’s disciplinary procedure. (The disciplinary procedure is described in the "Employee Conduct" section of these policies). A complete description of the program may be found in the "Educational Assistance" section of this manual.

**Memberships**

**Organizational** - PCA is a member of, or contributes financially to, a number of national associations, societies, and similar organizations. Dues or contributions will be paid by PCA if justified by benefits to the Association and/or cement industry, and approved by an officer.

**Individual** - Individual memberships may be paid by the Association for employees who are officers or active committee members of appropriate technical and promotional organizations. Other employee memberships, dues, and professional registration fees normally are a personal expense. In special cases, individual memberships may be paid by PCA in lieu of a contribution or organization membership. Such memberships must be approved by an officer and assigned to staff members who can use these most effectively.
Referral Award

To encourage the referral of qualified candidates for employment, PCA will pay a referral award to an eligible employee of PCA or CTL who recommends a candidate who is subsequently hired by the Association. All employees, except officers, hiring manager and members of PCA or CTL Human Resources, are eligible to participate in the referral award plan. You will receive a referral award if the individual that you recommend is hired and works for at least six months in a full-time position. To be eligible for a referral award, the applicant must have indicated you as a referral source on the application. Referral awards are not paid if any recruitment agency fee is involved in hiring your recommended individual. Referral awards are paid as cash bonuses and as such are included in your taxable income for that year.

If the Association hires your referred candidate, you will receive the referral award net of taxes. The referral award amounts and payment schedule are available from Human Resources.

Awards will be made only to employees actively employed at the time they become eligible to receive the award.

Service Recognition Awards

We are very proud of our employees, and we are pleased to honor those individuals who have provided continuous service to the Association. To recognize this service, awards are presented to employees after each five years of service with a special gift awarded upon completion of twenty-five years of service.
WORK CONDITIONS

Professional Conduct and Appearance

As an international association, the impressions conveyed in our dress and behavior toward members, visitors and other professionals are a direct reflection of our own professionalism. We ask that you take this responsibility seriously, and if you have any specific questions about appropriate attire, your supervisor or Human Resources will be glad to answer them.

Housekeeping

It is far more pleasant and safer, too, for everyone to work in clean surroundings. Each of us has the responsibility to maintain the cleanliness and neatness of our own work area, and to assist in maintaining the work place. Staff should leave public areas, such as conference rooms and eating areas in a clean and orderly condition for guests and other staff.

Your careful use and maintenance of office equipment is essential to the efficient operation of our offices. If you notice defective equipment, please notify Office Services or Management Information Services.

Smoking

The Smoke-Free Illinois Act requires that public places and places of employment must be completely smoke-free inside and within 15 feet from entrances, exits, windows that open and ventilation intakes.

Drug and Alcohol Policy

The association has instituted a zero tolerance level program and we are committed to maintaining a safe workplace free from the influence of drugs. All employees are hereby notified that each will comply with the requirements of the Drug-Free Workplace Act of 1988, and all applicable regulations issued there under, as well as, when applicable, any more stringent rules created by other federal agencies.

It is our policy to maintain a work environment that is safe for all employees and conducive to attaining high work standards. As part of this policy, no illegal drugs or intoxicating beverages are allowed
**PCA premises.** In addition, all employees are expected, and required, to report for work on time and in appropriate mental and physical condition for work. Employees who report for work under the influence of illegal drugs and/or alcohol, or who use, possess, sell, transfer or distribute illegal drugs and/or alcohol will be subject to disciplinary action up to and including immediate termination.

Illegal drugs include all drugs not prescribed by a licensed physician for use by the person possessing them. Legally prescribed drugs are permitted on PCA premises provided the drugs are kept in the original prescription container and are prescribed by an authorized medical practitioner for the current use of the person in possession.

PCA takes a very strong stand insofar as the possession or use of illegal drugs or alcohol on company premises is concerned. You need to know from the first day that it will not be tolerated.

In addition to any disciplinary action, the company may, in its sole discretion,

- refer the employee to a treatment and counseling program for drug abuse. Employees referred to such a program by the company must immediately cease any drug use, may be subject to periodic unannounced testing for a period of twenty-four (24) month, and must comply with all other conditions of the treatment and counseling program. The company shall determine whether an employee, if referred for drug treatment and counseling, should be temporarily reassigned to another position for safety reasons.

- The company will promptly terminate any employee who tests positive for drugs while undergoing treatment and counseling for drug abuse.

**Visitors and Guests**

In order to maintain efficient service to our members, as well as for security purposes, only authorized employees are permitted in work areas. Visits from employees, friends, relatives or family should be discouraged. All vendors, visitors and guests must sign in at the reception desk and always be accompanied by a staff member throughout the building.

*On occasion alcoholic beverages may be served on PCA premises as part of an open house or other controlled activity upon approval of the President. Under no circumstances is any employee of the Association permitted to use, sell, or distribute alcoholic beverages during such a controlled activity except as served by an individual authorized by PCA for that purpose.*
**Telephone Use**

Remember, the first, and sometimes only, impression many people will receive of PCA is the one they receive when the telephone is answered. Please be pleasant and courteous, and if the person being called is not available, ask if you may take a message and have the party call back.

The use of our telephones is limited to PCA business. We understand that an occasional personal call may be necessary, but these should be as brief as possible.

PCA provides voice and electronic mail messaging systems for its employees. These systems should only be used to conduct the business of PCA. All messages are the property of PCA.

**Keys**

You will be issued keys for areas to which you will need access. You are responsible for any keys issued to you. The use of keys assigned to you is nontransferable. If your employment terminates for any reason, voluntary or involuntary, all keys must be turned in to Human Resources at the time of termination.

**Solicitation and Literature Distribution**

Solicitation on the premises of PCA during work time, and distribution of literature in working areas during work time are prohibited unless specifically authorized in writing by an officer.

**Out of the Office**

Inform your supervisor in advance when you will be out of the office. Also change your phone mail and email message to reflect you are out of the office.

**Management Information Services**
During your employment you may generate data and information that will be stored in computer memory under your confidential password. In the event you terminate employment for any reason, your manager will make arrangements with the Management Information Services department to have such computer files transferred to another individual or deleted. All data and information stored in the Association's computer systems are the property of the Association.
SAFETY

Everyone is responsible for safety during the course of each work day. Each employee must do all that he or she can to prevent accidents. We ask that you observe all the safety rules and work practices to ensure your own personal safety and that of your fellow employees.

While PCA strives to provide you with a safe working environment, no business can be made accident-proof. Therefore, you should know what to do if you are hurt while on the job.

First-Aid

If you incur an injury or sudden illness while at PCA, you can reach PCA's Safety Committee members by dialing the operator who will send the attendant to you. If the injury or illness appears serious, dial the emergency number "6666" which will ensure priority attention.

Medical Emergency Record

Upon employment, all employees are asked to complete a Medical Emergency Record which contains information to be used in the event of an emergency. You need to complete this form immediately so that Human Resources will have a confidential record of the name and phone number of your doctor and of the person to be notified in case of an emergency, as well as your hospital preference and any medication you require. Please notify Human Resources of any changes that occur in this important information for your own protection.

Workers' Compensation

PCA complies with applicable state workers' compensation laws. It is important that all on-the-job injuries be reported to Human Resources immediately and that all required paperwork be subsequently completed.
COMMUNICATIONS

Orientation

Human Resources and your supervisor will help you get acquainted with your colleagues and answer any questions you may have about the organization, the work of PCA, and your particular responsibilities. You will be informed regarding how your work fits into the total program of your department and how your unit contributes to the services we provide to our member companies.

Open Door Policy

The Association realizes that you may encounter questions or problems during your daily work routine. PCA encourages you to communicate your concerns, needs, ideas and problems to your supervisor.

Occasionally you may have matters that you would like to discuss with someone in addition to, or other than, your supervisor. These might include questions on personnel practices, benefits, career opportunities, working conditions, or matters of a personal nature. If you do, we hope that you will feel comfortable in talking to a representative in our Human Resources Department. The representative will assist you if at all possible, or will refer you to others who may be able to provide you with information or counsel.

It should be recognized that not all suggestions can be accepted, nor can all complaints be satisfied. However, if you have not achieved a satisfactory solution to a problem or concern by communication with your supervisor or Human Resources, you should not hesitate to meet with the officer in charge of your department, or the President.

Performance Evaluation

The Association endeavors to conduct periodic reviews of each employee's performance. Our normal schedule for evaluating performance is as follows:

- Mid-year.
- End of year.
If more than one year has passed since your last evaluation, please advise Human Resources or your supervisor. You will have the opportunity to make a "self evaluation," too, for inclusion with the review. This process gives you and your supervisor a chance to discuss your job performance, your strengths and areas for development, where you stand in relation to your agreed-upon goals at work and what PCA expects in terms of your own growth. Evaluation results are a valuable resource at such time as pay increases are considered.

**Bulletin Boards**

Important notices will appear on the bulletin board from time to time. You are urged to read the bulletin boards regularly.

**Job Posting**

PCA is committed to providing promotional opportunities to employees who have demonstrated exemplary job progress and self-motivation. Employees are advised of job openings through postings on the bulletin board and emails. Employees who meet the job requirements and are interested in being considered for posted jobs should contact Human Resources for further information.

Jobs posted are not necessarily reserved or held exclusively for internal consideration of employees. PCA may advertise or otherwise recruit qualified applicants in the appropriate labor market at the same time the job is posted internally.

**Suggestions**

If you have an idea that you believe would improve member or employee relations, please let us know. We urge you to contact your Supervisor or Human Resources about your suggestions.
EMPLOYEE CONDUCT

Code of Conduct

Employees of PCA will conduct themselves in a manner conducive to PCA’s efficient operation. The following, or like conduct is prohibited and will subject employees to serious discipline, including termination:

- Excessive tardiness or absenteeism (including absence of three consecutive days without notifying your supervisor).
- Refusal to follow instructions related to the performance of your job (insubordination).
- Disorderly conduct or disruptive behavior.
- Reporting for work under the influence of alcohol or drugs or consumption of these substances on PCA premises or business (see Drug and Alcohol Policy).
- Failure to return to work on your designated date following a leave of absence, paid or unpaid.
- Sexual and Other Unlawful Harassment (see following section).
- Dishonesty.
- Theft.
- Obtaining employment on the basis of any untruthful or misleading information.
- Intentionally recording your time incorrectly (or another employee’s time incorrectly) on the time sheets.
- Criminal conduct.

This list is not meant to be all-inclusive, but provides a guide for the types of conduct expected of you as an employee of the Association.

Disciplinary Procedure

In instances where employees fail to adhere to the code of conduct, discipline will result. The steps involved may include:

- Initial (or Verbal) Warning
- Written Warning/Probation
- Termination

If an employee who is undergoing discipline engages in disruptive activity the disciplinary steps may be shortened and the employee terminated.

An employee who has been removed from probation is subject to termination if there is a reoccurrence of the same problem.
Policy Against Sexual and Other Unlawful Harassment

Policy Statement

It is the policy of Portland Cement Association to maintain a working environment that is free from sexual or other unlawful harassment, such as harassment on the basis of race, religion, color, gender, age, national origin, disability, sexual orientation or any other legally protected status. This commitment continues the Association's long standing policy to offer equal employment opportunities to all persons, regardless of race, religion, color, gender, age, national origin, sexual orientation or other legally protected status.

Policy Coverage

This policy covers all staff, including regular and temporary staff, full-time and part-time staff, co-ops and interns. Portland Cement Association will not tolerate or condone sexual or other unlawful harassment of its staff, whether engaged in by its own staff, members of the Association, contractors, consultants, clients or customers, vendors or other non-employees who conduct business with us. Similarly, this policy applies not only at your regular place of business, but at wherever your job may take you to including a business function and business related social events.

Prohibited Behavior

For purposes of this policy, sexual harassment is defined as unwelcome or unwanted conduct of a sexual nature (verbal or physical) when: (1) submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, promotion or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile or offensive work environment.

Sexually harassing behavior includes physical, verbal and nonverbal behavior. Each employee must exercise his or her good judgment to avoid engaging in conduct that may be perceived as inappropriate by others. Examples of inappropriate sexual behavior include, but are not limited to:

- Unwanted sexual advances;
- Inappropriate touching or other physical contact;
- Demands for sexual favors in exchange for promotion, retention, or tangible employment action;
- A tangible employment decision made because of an individual's compliance with or failure to comply with sexual demands;
• Repeated sexual jokes, flirtations, advances or propositions, innuendo, or discussions of sexual activity (whether in conversation or through electronic or other means);
• Abuse of a sexual nature or suggestive insulting, obscene comments or gestures;
• Display of sexually suggestive objects or pictures.

This policy also prohibits other behavior that harasses an employee on the basis of his or her race, religion, color, gender, age, national origin, disability, sexual orientation, or other legally protected category. Forms of such harassment include, but are not limited to: epithets, slurs, off-color jokes, threats, suggestive or insulting sounds, posters, cartoons, or drawings that are degrading, derogatory, or ridiculing of one based on his or her race, religion, color, gender, age, national origin, disability, sexual orientation or other legally protected status.

This and similar behavior is unacceptable in the workplace itself and in other work-related settings such as business trips, classes, seminars, workshops and business-related social events.

Complaint Procedure

Such behavior often can occur without the knowledge of others or what one may regard as offensive, another may not. For us to effectively implement this policy, it is critical that all employees promptly respond to and report inappropriate sexual or other inappropriate behavior.

If you believe that you have been subjected to inappropriate sexual or other inappropriate behavior:

• You are encouraged to ask the offender to stop engaging in the objectionable behavior.
• In addition (or instead, if such informal requests are ineffective or impractical under the circumstances) you are encouraged to report such conduct to one of the persons identified below.

If you have reason to believe that another employee has been subjected to or has engaged in inappropriate sexual or other inappropriate behavior, you should inform one of the individuals identified below.

Portland Cement Association encourages a prompt reporting of inappropriate behavior so that rapid response and appropriate action may be taken to minimize harm to individuals involved and to minimize the disruption to our working environment.
Complaints should be directed as follows:

- Human Resources
- Officers

Complaints will be handled in a confidential manner, consistent with the need to investigate and take corrective action.

**Investigations and Corrective Action**

Portland Cement Association is committed to maintaining a work environment that is free from sexual and other unlawful harassment. We will investigate promptly any complaint of inappropriate sexual or other unlawful behavior. In response to a meritorious complaint, the Association will take appropriate corrective steps, including the counseling, reprimand, demotion, suspension or termination of the offender's relationship with the Association.

Investigations and corrective action will be implemented in a confidential manner, consistent with the need to investigate and take corrective action.

**Non-Retaliation**

It is also a violation of this policy to retaliate against anyone who in good faith complains about inappropriate behavior or who in good faith participates in an investigation, even if sufficient evidence is not found to substantiate the complaint.

Complaints of retaliation or fears of threatened retaliation also should be directed to the individuals identified above.

*If you have questions, contact Human Resources*

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**SEPARATION**

**Termination of Employment**
Termination by Resignation

If you plan to leave the Association, we ask that you give us as much notice as possible -- at least two weeks. Such notice should preferably be given in writing to your supervisor. Before making your decision, please take time to discuss your reasons with your supervisor or Human Resources. A discussion at this time may help to eliminate the cause of your resignation, or be of help to us in the future. You will also need to know about the benefits available to you should you decide to leave.

Termination by PCA

If you are a regular full-time or regular part-time employee who has completed at least three months of employment with PCA and are being terminated (other than for cause), you will be given two weeks' notice, or pay in lieu of notice. Employees terminated for cause will not be given two weeks' notice or pay in lieu of notice upon their termination. Termination "for cause" means as a result of failure to perform your duties in a satisfactory manner or failure to adhere to the Association's code of conduct.

For your rights to medical and dental plan benefits under the Consolidated Omnibus Reconciliation Act (COBRA), as amended by the Tax Reform Act of 1986 and in December 1990, refer to the "Medical" and "Dental" sections of this manual.

Retirement

It is advisable for you to contact Human Resources at least three months in advance of either your planned early retirement date or your normal retirement date to allow ample time to process such employee benefits as: your retirement plan income, life insurance, medical/dental plan conversion under COBRA, Social Security and Medicare benefits. This advance notice will assure that your benefits will commence without delay as of your retirement date.

Exit Interview Procedure

Exit interviews with the Human Resources Department are normally scheduled for employees leaving the Association after the supervisors receive notices of resignation or intent to retire and for employees whose termination is initiated by PCA. The purposes of this interview are to review eligibility for benefit continuation and conversion, to ensure that all necessary forms are completed, to collect all Association property that may be in the employee's possession (e.g.,
credit cards and keys), and to provide employees with an opportunity to discuss their job-related experiences.
CONCLUSION

The Association's best interests depend upon maintaining the highest standards of quality and service. PCA believes the work environment should be one of understanding and teamwork. The spirit of cooperation is something we strive for, and we very much want this spirit to prevail at this Association. We are glad to have you on the team.
EDUCATIONAL ASSISTANCE PLAN
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EDUCATIONAL ASSISTANCE PLAN

Policy Summary

Our growth and success is directly related to the skills and abilities of the staff we employ. Educational growth which benefits both the staff and the organization is, therefore, an area in which we take great interest. To encourage educational pursuits of staff, we will, subject to certain conditions, provide financial assistance to help defray the expense of continuing education on a part-time basis.

Eligibility

You are eligible to participate if you are a regular full-time employee with six months of continuous service completed prior to commencement of the course(s). Additionally you must not be under any disciplinary action and currently must be performing your work satisfactorily. You must be in active service at all times during the term of the course(s).

Eligible Courses

Pre-approved courses eligible for educational assistance must be for credit, must meet one or more of the following criteria and shall be at the discretion of management:

- closely related to your present job
- needed to fulfill the requirements for a job related degree
- needed to fulfill the requirements for a degree that will prepare you for work which management feels is very likely to be assigned to you in the near future

A refresher course for obtaining a professional license (although not for credit) shall be reimbursed at 90% not to exceed $500 upon professional certification and submission of payment receipts.

Limitations and Exclusions

- Courses are to be taken from accredited universities, colleges, schools,
or other educational institutions. Qualified correspondence courses from an accredited school may be acceptable if the required course is not available in nearby schools or if school attendance is impossible because of the nature of your work schedule heavy traveling, evening work, etc.)

• Successful completion of any class or degree will not guarantee a related position or promotion. Receiving approval for a specific course does not guarantee approval for future courses, whether or not they are related to the same course of study or degree program.

• The time necessary for completion of your course of study should not unduly interfere with the performance of any of your day-to-day responsibilities. Course study shall not be considered part of employment.

• No more than two courses will be covered under this program during one academic term.

• Avocational and non graded or non credit courses are not part of the EAP.

• Books and non educational or optional expenses are not covered under the EAP.

• Late registration fees, deferred payment fees, activity fees, parking fees, transportation expenses or meal or lodging expenses related to any course will not be reimbursed.

**Amounts Reimbursed**

Under the EAP, we will reimburse 90% of the following covered expenses up to $6,000 during each calendar year:

- tuition
- registration fees
- laboratory fees

Under the IRS code the employer may exclude up to $5,250 of educational assistance it provides to employees from wages. Anything above $5,250 (unless the education is required by the employer) would be treated as ordinary income and subject to applicable withholding (taxes).

We will reimburse you for the above expenses if you maintain a satisfactory
grade-point average acceptable to the school at which the course(s) are taken. No reimbursement, however, will be granted for grades that are less than "C" or its equivalent for the respective institution. Grades of "C" received in graduate level programs will be approved for reimbursement only if the grade is accepted for course credit by the respective academic department.

If you receive financial assistance from any other program, such as veteran's benefits, scholarships, or any other form of student aid, you will be paid the difference between the amount you receive from that program and the amount that otherwise would be reimbursed by this program.

**Enrollment and Approval**

Submit a request by completing the "Application for Educational Assistance" form before the enrollment date. Each semester or term requires a new application. Forms are available in Human Resources.

Appropriate approvals are required as shown on the application form prior to the beginning of each course. Human Resources will notify you upon approval of your application.

**Reimbursement**

Upon completion of each course, send the original copy of your grade(s) and tuition receipt to Human Resources. Human Resources will process a request for reimbursement.

**Termination**

If you voluntarily resign or are involuntarily terminated you will not be reimbursed for any courses currently being taken under the EAP.

**Executive Review**

Any requests for an exception to this plan must be reviewed and approved by the President. Requests should be submitted to Human Resources who will have the request reviewed first by the respective Vice President and then presented to the President.

**Future of the Plan**

Continuation of the Educational Assistance Program is at our sole discretion. We
hope to continue this program but reserve the right to alter, amend, or revoke the plan in whole or in part at any time.
1. **USE OF SOFTWARE**

The Portland Cement Association (PCA) uses software that is proprietary to PCA and software that is licensed from a variety of third parties. Third party software licenses impose various restrictions on the use of the software by PCA and its personnel. You may not copy any software provided to you for use on your PCA computer without the express approval of PCA's Director, Management Information Services (MIS). PCA software is provided for use in connection with work performed for PCA. While some incidental use unrelated to PCA is permissible, under no circumstances may any PCA software be used for commercial purposes unrelated to PCA.

PCA prohibits the installation of any additional software on your PCA computer without the express approval of the Director, MIS. In any event, the installation of non-business related software, such as games, is prohibited. Additional software may conflict with existing software or alter your PCA computer's configuration files in ways that could cause your computer to perform erratically or to fail, and could adversely impact the performance of the computers of others. Changes to configuration files also make it harder for PCA information services personnel to diagnose and repair problems with your PCA computer.

If, after the approval of the Director, MIS, you choose to install software on your PCA computer and it causes the computer to perform improperly, PCA information services will be available to remove the newly-installed software and, if necessary, reformat your hard drive (which will destroy all data on the drive) and re-install PCA's standard applications. PCA information services will not install or provide technical support for software not supplied by PCA.

2. **COMPLIANCE WITH SOFTWARE AGREEMENTS**

You are responsible for your use of software on your PCA computer and must comply with the terms and conditions of any agreement governing the use of the software. This means that all software you use must be properly licensed for your use. If you install any software on your PCA computer, you will need to maintain a receipt, registration card or other evidence that the software has been licensed for your use, and make that evidence available to PCA upon request.

Please note that most mass-market software is licensed for use only on one computer, and that illegal duplication of software may constitute criminal copyright infringement which is punishable under federal law.
If you have any questions as to whether a particular use of a given software package is permissible, refer to the software agreement or check with the Director, MIS. PCA may, at its discretion, remove any software that is not authorized by PCA or not properly licensed.

3. USE OF PCA COMPUTERS

The computers, software, Internet access and related equipment (including facsimile machines) of PCA are the property of PCA and may not be used for any purposes other than to conduct PCA business. If you have any questions as to whether a particular use of computer equipment is permissible, check with PCA information services.

The purchase and installation of any computer equipment or related hardware or accessories must be approved by the Director, MIS. Information Services staff will not support hardware that has been installed without this approval.

Use of remote-control or remote-access software to access any PCA computer or PCA’s computer network, except as supplied or approved by PCA, is prohibited.

Computer viruses can damage or destroy data on your PCA computer, and they can also cause severe and costly damage to PCA’s entire computer network. Viruses are most likely to travel here on diskettes or via e-mail. Home computers are another source of viruses. If a PCA member or other party sends you a diskette or computer file electronically (even if the document was originally created here), you must check the diskette or file for viruses before using it in your PCA computer. If you use any computer outside PCA (i.e., your home computer, or a computer at a member’s location) to work on PCA documents, you must check the documents for viruses before returning them to PCA’s computer system.

Under no circumstances may anyone disable any antivirus programs running on a PCA computer.

4. ELECTRONIC MAIL, INTERNET AND VOICE MAIL SYSTEMS

PCA provides you with access to electronic mail, telecopy, the Internet and voice mail systems solely for use in connection with your responsibilities at PCA, and expects that these systems will at all times be used professionally and in good taste. All of the equipment used to provide these systems is the property of PCA.

Regardless of the purpose of the communication, all electronic mail and voice mail communications are PCA records and the exclusive property of PCA. You must use care in addressing electronic mail and voice mail communications to
make sure that you do not inadvertently send a communication to unintended recipients.

PCA's electronic mail, telecopy and voice mail systems and Internet access may not be used to transmit, receive or view (as applicable) chain letters, wagers, sexually-explicit material, ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based upon their race, national origin, sex, sexual orientation, age, disability, religion or political beliefs. You should not say or write anything in an electronic mail, telecopy, Internet or voice mail communication that you would not be comfortable saying in person or in a written memo. Such messages may be capable of being recovered and reviewed even after you delete them from your computer or telephone.

Use of PCA's communication systems for any commercial purpose unrelated to PCA's business is prohibited. Use of any encryption software not expressly approved in advance by the Director, MIS is also prohibited.

Internet access is provided in connection with work performed for PCA. While some incidental use of the Internet unrelated to PCA is permissible, access to offensive Internet sites, e.g., those that display sexually explicit material, is prohibited. Please note that the equipment that connects PCA's network to the Internet allows PCA to review a list of every Internet site that an individual user has accessed.

You have no right of privacy in your electronic and voice mail communications. Transmission of confidential material via electronic mail or voice mail is strictly prohibited.

5. PASSWORDS

Passwords may be required for use in connection with software or systems belonging to PCA or third party vendors. Such passwords are the property of PCA or the third party, as applicable and must be disclosed to PCA or the third party as applicable upon demand.

You should take steps to protect the confidentiality of your passwords so as to avoid unauthorized access to proprietary or confidential information of PCA or sizable unauthorized usage fees. Such steps include, at a minimum, not disclosing your password to anyone, keeping your password in a secure location and not leaving your password where it may be observed by anyone else.

You are responsible for all uses of your passwords. Such responsibility includes liability for any personal or other unauthorized charges relating to the use of your passwords. PCA will, at its discretion, require you to reimburse it for any unauthorized charges incurred through the use of your passwords.
PCA reserves the right, at its discretion, to disable or change any of your passwords. Upon the termination of your relationship with PCA, you shall immediately return to PCA or destroy any copies of your passwords and shall cease all use of any passwords.

6. USE AND DISCLOSURE OF WORK PRODUCT AND INFORMATION.

The computer software, data, information and materials present on PCA's computer systems are for your use solely in connection with your PCA responsibilities. These materials are association assets and proprietary to PCA. Unauthorized copying, use or disclosure of these materials is prohibited.

7. MONITORING USE

PCA reserves the right to access electronic mail, Internet and voice mail communications. PCA may periodically monitor or audit specific use of PCA computers, software and Internet access (including electronic mail, Internet and voice mail communications), with or without notice, for a variety of purposes, including quality control and compliance with the terms of this policy. PCA reserves the right to disclose electronic mail, Internet and voice mail communications to members, law enforcement officials and other appropriate parties. As noted above, the equipment that connects PCA's network to the Internet allows PCA to review a list of every Internet site that an individual user has accessed.

8. RETENTION OF ELECTRONIC FILES, VOICE MAIL AND ELECTRONIC MAIL

Your electronic files, voice mail and electronic mail communications are PCA records. You must retain or discard the same in accordance with PCA's document retention policy.

9. MODIFICATION; VIOLATIONS

PCA reserves the right to amend or revise any or all of this policy at any time. Violations of any of the provisions of this policy may result in disciplinary action up to and including termination in accordance with the provisions contained in the PCA Employee Manual.

If you have any questions about any of these policies, please contact the Director, MIS or his/her designee.
Group Business Travel Accident
Insurance Certificate

Portland Cement Association, Inc.

LM-2385 1
ACCIDENT ONLY
LIFE INSURANCE COMPANY OF NORTH AMERICA CERTIFICATE OF INSURANCE
1601 Chestnut Street, Philadelphia, PA 19192
A Stock Insurance Company
Effective Date: February 1, 2002
We, the Life Insurance Company of North America, have issued Blanket Accident Policy No. ABL 660460 to the Policyholder:
PORTLAND CEMENT ASSOCIATION, INC.
We certify that you are covered by the Blanket Policy while you are a member of the classes of the Policyholder, as described:

1. All active, full-time and part-time Employees of the Employer regularly working a minimum of 30 hours per week, excluding Employees covered by Classes 1 and 3.

Your coverage will begin on the later of: (1) the effective date shown above; and (2) the date you entered the class described above. Your coverage will end on the date that: (1) you are no longer in the class described above; or (2) the Blanket Policy is terminated. Termination will not affect a claim for a loss which occurs while you are covered by the Blanket Policy.

Your coverage is described in this Certificate. You should read it with care so you will understand your coverage. This is not the insurance contract. The Blanket Policy is the only contract under which benefits are paid. You may examine it at the office of the Policyholder.

Michael W. Bell, President

SCOPE OF COVERAGE
We will pay the benefits described in this Certificate only for the types of accidents described in Schedule IV of the policy. A copy of this schedule is attached. The policy covers accidents only. It does not pay benefits for loss caused by sickness. Please read your Certificate with care.

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SCHEDULE OF BENEFITS
Plan Effective Date: February 1, 2002
Your benefit amounts are shown below. If no benefit amount is shown, then you are not covered for that benefit.
Class 2: Coverage A: Accidental Death And Dismemberment Benefit

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Principal Sum: $100,000
Applicable Hazards: 2229
Class 2 is not covered for Coverages B, C and D.

Total Limit of Liability - We will not pay more than $1,000,000 per accident.
If, but for this provision, we would pay more than this amount, then the benefits we will pay to each covered person will be reduced in the same proportion, so that the total amount we will pay is the maximum amount shown above.
LM-2J63 (Amended by TL-003652) 4

DESCRIPTION OF COVERAGE
Coverage A: Benefits for Accidental Loss of Life, Limb, Sight, Speech, Hearing, and Paralysis -- We will pay this benefit if:
a) a person is injured by one of the types of accidents described in Schedule IV which happens while he is covered by this policy; and
b) he suffers one of the losses listed below as a direct result of the injuries, and from no other cause, within a year of the accident.

The amount of this benefit is shown in the table below. The Principal Sum is shown on Schedule II.

<table>
<thead>
<tr>
<th>Loss</th>
<th>Benefit</th>
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<tr>
<td>Loss of Life</td>
<td>The Principal Sum</td>
</tr>
<tr>
<td>Loss of Two or more Members</td>
<td>The Principal Sum</td>
</tr>
<tr>
<td>Loss of Speech and Hearing (both Ears)</td>
<td>The Principal Sum</td>
</tr>
<tr>
<td>Quadriplegia (total paralysis of both upper and lower limbs)</td>
<td>The Principal Sum</td>
</tr>
<tr>
<td>Loss of One Member</td>
<td>One-half The Principal Sum</td>
</tr>
<tr>
<td>Paraplegia (total paralysis of both lower limbs)</td>
<td>One-half The Principal Sum</td>
</tr>
<tr>
<td>Loss of Speech</td>
<td>One-half The Principal Sum</td>
</tr>
<tr>
<td>Loss of Hearing (both ears)</td>
<td>One-half The Principal Sum</td>
</tr>
<tr>
<td>Hemiplegia (total paralysis of upper and lower limbs on one side of the body)</td>
<td>One-half The Principal Sum</td>
</tr>
<tr>
<td>Loss of Thumb and Index finger of the same hand</td>
<td>One-quarter The Principal Sum</td>
</tr>
</tbody>
</table>

"Member" means hand, foot, and eye.
"Loss" means, with regard to hand or foot, complete severance through or above the wrist or ankle joint; loss of an eye means total and irrecoverable loss of sight; loss of speech means complete inability to communicate audibly in any degree; loss of hearing means irrecoverable loss of hearing, which cannot be corrected by any hearing aid or device; loss of thumb and index finger means severance of each through or above the joint closest to the wrist. (In California, loss of a thumb and index finger means loss by complete severance of at least one whole phalanx of each.) (In South Carolina, the loss of four whole fingers from one hand equals the loss of one hand.)

"Paralysis" means loss of use, without severance, of a limb. This loss must be determined by a physician to be complete and not reversible.

"Severance" means complete separation and dismemberment of the limb from the body.
If a covered person suffers more than one loss from an accident, we will only pay for the loss with the larger benefit.

Coverage B: Permanent Total Disability Benefit—We will pay this benefit if:
a) a person is injured by one of the types of accidents described in Schedule IV, which happens while he is covered for this benefit; and
b) he becomes totally disabled as a direct result, and from no other cause, within 30 days of the accident; and
c) he remains totally disabled for 12 straight months; and
d) he is then permanently and totally disabled.
The amount of this benefit is the amount shown on Schedule II, minus any amounts we have paid under Coverage A for the accident. If the amount shown on Schedule II is a periodic amount, then we will pay this amount until:
a) the covered person dies, or is no longer permanently and totally disabled; or 
b) the total we have paid for the accident under Coverages A and B is the Principal Sum shown on Schedule II.

A person will be deemed "totally disabled" if he can not do at all the substantial and material duties of his type of work. He will be deemed "permanently and totally disabled" if he is not able to do any work for which he is or may become qualified by reason of his education, experience or training; and if he is not expected to be able to do any such work for the rest of his life.

DESCRIPTION OF COVERAGE (Continued)

Coverage C: Total Disability Weekly Benefit--We will pay this benefit if:
a) a person is injured by one of the types of accidents described in Schedule IV, which happens while he is covered for this benefit; and 
b) he becomes totally disabled as a direct result of the injuries, and from no other cause, within 30 days of the accident.

The amount of this benefit is shown on Schedule II. This benefit will begin on the first day after the end of the Waiting Period (shown on Schedule II). We will pay this benefit until:
a) the covered person dies or is no longer totally disabled; or 
b) we have paid this benefit for the Maximum Period shown on Schedule II; or 
c) the covered person qualifies for benefits under Coverages A or B.

A covered person will be deemed "totally disabled" if:
a) During the Waiting Period, and for the next 12 months after that, if he can not do at all the substantial and material duties of his type of work.
b) After that, if he can not do at all any work for which he is or may become qualified by reason of his education, experience, or training.

Coverage D: Medical Expense Benefit--If a person is injured by one of the types of accidents described in Schedule IV, which happens while he is covered for this benefit, then we will pay this benefit for the services listed below, which he needs as a direct result of the injury, and from no other cause, within a year of the accident:
a) Stays in a hospital.
b) Medical or surgical treatment by a doctor.
c) The services of licensed or graduate nurses.
d) X-ray examinations.
e) Professional ambulance service from the scene of the accident to the nearest hospital.
The treatment must begin not more than 60 days after the accident.

The amount of this benefit will be the actual cost of these services, minus the deductible amount (if any) shown on Schedule II. The deductible must be satisfied once for each accident.

This benefit will be reduced to the extent that benefits are payable for the medical services under: (i) any employer sponsored health care plan; or (ii) any government program or any law, including any Worker's Compensation law.

We will not pay more than the maximum amount shown on Schedule II, for all medical treatment needed as a result of any one accident.

EXCLUSIONS

We will not pay benefits for loss caused by or resulting from:
a) Suicide, attempted suicide, or whenever a covered person injures himself on purpose, while sane or insane. (In Missouri only, this does not apply if he was insane.)
b) War or acts of war, whether or not declared; except to the extent that it is provided for in Schedule IV-W or IV-H.
c) Injury while a covered person is on full-time active duty in any armed forces. We will return the pro rata portion of premiums paid to cover him during a period of such service.
d) Taking part in a felony.
e) Travel or flight in any spacecraft; or flight in any aircraft, except to the extent that this hazard is provided for by name in Schedule IV.
f) Any bacterial infection that was not caused by an accidental cut, wound or food poisoning.

This is an accident only policy. We will not pay benefits for loss caused by or resulting from illness, disease, or bodily infirmity.

BLANKET ACCIDENT POLICY
Policyholder: Portland Cement Association, Inc. Schedule Date: February 01, 2002
Part of Policy No. ABL 660460 Applies To Class(es): 2

SCHEDULE IV
HAZARDS INSURED AGAINST

24 HOUR COVERAGE WHILE TRAVELING ON BUSINESS AWAY FROM THE PREMISES OF THE POLICYHOLDER (Owned Aircraft Not Covered)

We will pay the benefits described in the policy for any accident which occurs anywhere in the world while a covered person, on a business trip, is traveling or making a short stay:

a) away from the Policyholder's premises in his city of permanent assignment; and
b) on business for the Policyholder, and in the course of the Policyholder's business.

All such trips must be authorized by the Policyholder.

This coverage does not include:

a) commuting between the covered person’s home and place of work; or
b) during personal deviations made by the covered person.

“Personal deviation” as used here, means an activity that is not reasonably related to the Policyholder's business, and not incidental to the business trip.

This coverage will start at the actual start of a trip. It does not matter whether the trip starts at the covered person's home, place of work, or other place. This coverage will end when the covered person:

a) arrives at his home or place of work, whichever happens first; or
b) makes a personal deviation.

If a covered person travels to another city, and is expected to remain there for more than 60 days, this shall be deemed a change in his city of permanent assignment.

Exposure And Disappearance--This coverage includes exposure to the elements, after the forced landing, stranding, sinking, or wrecking of a vehicle in which the covered person was traveling on business for the Policyholder.

A covered person will be presumed to have died, for purposes of this coverage, if:

a) he is in a vehicle which disappears, sinks, or is stranded or wrecked, in the course of a trip which would be covered by the policy; and
b) his body is not found within a year of the accident.

Aircraft Restrictions--If the accident happens while a covered person is riding in, or getting on or off of, an aircraft, we will pay benefits, but only if:

a) he is riding as a passenger only, and not as a pilot or member of the crew; and
b) the aircraft has a valid certificate of airworthiness; and
c) the aircraft is flown by a pilot with a valid license; and
d) the aircraft is not being used for: (i) crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the

EBP/PCA-3/08
FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).

**Owned Aircraft Not Covered**—We will not pay benefits if the aircraft is owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An aircraft will be deemed to be “controlled” by the Policyholder if the Policyholder may use it as it wishes for more than 10 straight days, or more than 15 days in any year. Unless otherwise provided, we will pay benefits only once for any one covered loss, even if it was caused by more than one covered hazard.

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**LIFE INSURANCE COMPANY OF NORTH AMERICA**

**EXTENDED COVERAGE RIDER**

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force.

All reference to employee age limitations in the Eligibility and Termination provisions are deleted. In return for the premium, the following benefit is added.

We will pay benefits for loss resulting from a covered accident for an employee age 70 and over as follows:

<table>
<thead>
<tr>
<th>AGE AT DATE OF LOSS</th>
<th>BENEFIT AMOUNT BASED ON SELECTED PRINCIPAL SUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>70 – 74</td>
<td>70%</td>
</tr>
<tr>
<td>75 – 79</td>
<td>45%</td>
</tr>
<tr>
<td>80 – 84</td>
<td>30%</td>
</tr>
<tr>
<td>85 AND OVER</td>
<td>15%</td>
</tr>
</tbody>
</table>

Eligibility for conversion will continue to end at age 70.

If the Family Plan is elected, coverage for a dependent spouse will end at age 70. Accidental Death and Dismemberment benefits for insured dependents will be based on the Employee's Selected Principal Sum. All other plan benefits that are based on the Employee's Principal Sum will be computed according to the schedule above.

Premiums are based on the Principal Sum prior to the reduction outlined above.

"The Principal Sum" is stated elsewhere in the Policy.

Except for the above, this rider does not change the policy in any way.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

Michael W. Bell, President

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**LIFE INSURANCE COMPANY OF NORTH AMERICA**

**AMENDATORY RIDER**

This rider amends the policy or certificate to which it is attached. It takes effect and ends at the same time as the policy or certificate.

**COMA BENEFIT**

If, as a result of a covered accident, an Insured or covered Dependent is injured, we will pay an additional benefit if the covered person becomes Comatose within 31 days of the accident, and remains Comatose beyond the Waiting Period.

A person is considered "Comatose" or in a Coma, if he is in a profound stupor or state of complete and total unconsciousness, as the result of an accident.
The "Waiting Period" is the 31-day period from the date the Insured or Covered Dependent person becomes Comatose.

We will pay this benefit at the rate of 1% of the Covered Person's Principal Sum per month from the end of the Waiting Period. We will cease payment on the earliest of:

a. the end of the month in which the covered person dies;
b. the end of the 11th month for which this benefit is payable;
c. the end of the month in which the covered person recovers from the coma.

If Coma Benefits are payable, benefits will not be payable under the Permanent Total Disability Benefit in the policy.

If the covered person:

a. dies as a result of the covered accident while this Coma Benefit is payable; or
b. remains Comatose after this Coma Benefit is payable for 11 straight months, we will pay a lump sum benefit equal to the Principal Sum payable under the policy for Accidental Death reduced by the amount of any Accidental Dismemberment, loss of sight, speech or hearing, or paralysis benefits paid to the covered person for the loss caused by the covered accident. In this event, benefits will not be paid under the policy for Accidental Death.

ADDITIONAL EXCLUSIONS

In addition to the General Exclusions of the policy, the following exclusion is added: Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.

Except for the above, all other terms and conditions shall remain unchanged.

LIFE INSURANCE COMPANY OF NORTH AMERICA  
Michael W. Bell, President

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LIFE INSURANCE COMPANY OF NORTH AMERICA  
Policyholder: Portland Cement Association, Inc.  
Effective Date: February 01, 2002

Policy Number: ABL 660460  
Applicable to Class(es): 2

AMENDATORY RIDER

This rider amends the Policy or Certificate to which it is attached. It takes effect on the date shown above, and ends on the date the Policy ends.

In consideration of the premium, the following benefit is added:

SEATBELT AND AIRBAG BENEFIT RIDER

This rider applies only to accidents that occur on or after the Amendment Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy, except as they are specifically modified by this rider.

Seatbelt Benefit: We will pay a benefit under this rider when the Covered Person dies as the result of a covered accident, and the death benefit is payable under this Policy. The accident causing death must occur while the Covered Person is operating, or riding as a passenger in, an Automobile and wearing a properly fastened, original, factory-installed seatbelt. The amount payable under this rider is $10,000.
Air Bag Benefit: We will pay an additional $5,000 under this rider if a Seatbelt Benefit is payable under this rider, and if the Covered Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact.

Verification of the actual use of the seatbelt at the time of the accident and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

Automobile means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle, or a motor vehicle of the pickup, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Supplemental Restraint System means an airbag which inflates for added protection to the head and chest areas.

All other terms and conditions of the Policy and Certificate shall remain unchanged.

LIFE INSURANCE COMPANY OF NORTH AMERICA
Michael W. Bell, President

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PAYMENT OF CLAIMS

Claim Procedures: Notice of Claim--If any covered loss occurs or begins, you must send us written notice within 30 days, or as soon after that as is reasonably possible. This notice should state his name and the policy number. This notice should be sent to us at our home office, or to an agent authorized by us. We will then send you claim forms.

Claim Procedures: Proof Of Loss--The claim forms must be sent back to us no more than 90 days after a covered loss occurs or ends, or as soon after that as is reasonably possible. If we have not provided claim forms within 15 days after the notice of claim, you should send us other proof of loss by the date claim forms would be due. This proof of loss should include written proof of the occurrence, type and amount of loss.

Payment Of Claims: When Paid--Claims will be paid as soon as we receive due proof of loss. If a claim covers benefits for more than 4 weeks, we will pay all amounts due at the end of each 4 weeks. If there are any benefits due at the end of the period claimed, we will pay them as soon as we receive due proof of loss.

For plans subject to the Employee Retirement Income Security Act (ERISA), the Plan Administrator of the Employer's employee welfare benefit plan (the Plan) has appointed the Insurance Company as the Plan fiduciary under federal law for the review of claims for benefits provided by this Policy and for deciding appeals of denied claims. In this role the Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan documents, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company in this capacity shall be final and binding on Participants and Beneficiaries of The Plan to the full extent permitted by law.

The Insurance Company has no fiduciary responsibility with respect to the administration of The Plan except as described above. It is understood that the Insurance Company’s sole liability to the Plan and to Participants and Beneficiaries under The Plan shall be for the payment of benefits provided under this Policy.

Payment Of Claims: Accidental Death Benefits--Benefits paid on account of your death will be paid to the beneficiary you have chosen. This choice must be in writing and filed with us; or filed with the Policyholder, if we have agreed in advance.

If you have not chosen a beneficiary, or if there is no beneficiary alive when you die, we will pay this benefit:
1) to your spouse, if living.
2) If not, in equal shares to your living children.
3) If there are none, in equal shares to your living parents.
4) If there are none, in equal shares to your living brothers and sisters.
5) If there are none, to your estate.
Instead of a lump sum payment, you (while you are living) or your beneficiary (after his death) may choose installment payments from one of the settlement options we are then offering.

Payment Of Claims: Other Benefits--All other benefits will be paid to you, if you are living. If not, we will pay your beneficiary or your estate.

Selection Or Change Of Beneficiary; Assignment-- You have the right to select or change the beneficiary. You do not need the consent of the beneficiary to make such a change, to assign your rights or benefits, or to change your coverage. We will not be bound by an assignment, or by a selection or change of beneficiary, until we receive a signed copy of it. We are not responsible for its validity or sufficiency.

Physical Examination And Autopsy-- At our expense, we may have a person claiming benefits examined as often as reasonably necessary while a claim is pending. We may also make an autopsy in case of death where it is not forbidden by law.

Legal Actions-- No one may sue for benefits less than 60 days after due proof of loss is submitted, nor more than 3 years (Kansas: 5 years; South Carolina: 6 years) after the date claim forms are due.

UNDERWRITTEN BY:
LIFE INSURANCE COMPANY OF NORTH AMERICA
a CIGNA company
CLASS 2
3/2002
CIGNA Group Insurance
Life ☷ Accident ☷ Disability