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1 **PREAMBLE**

2
3 This Agreement, dated April 1, 2010, is between
4 Century Aluminum of Kentucky GP "The Company", or its
5 successor, and the United Steel, Paper and Forestry,
6 Rubber, Manufacturing, Energy, Allied Industrial, and
7 Service Workers International Union, AFL-CIO.CLC, "The
8 International Union", or its successor. Where the term
9 "Local Union" is used herein it refers to United
10 Steelworkers, Local 9423, or its successors. Where the
11 term "Union" is used herein it refers to the International
12 Union, the Local Union, or both Unions depending on the
13 context.

14
15 **ARTICLE 1**
16 **PURPOSE OF AGREEMENT**

17
18 It is the intent and purpose of the parties hereto to set
19 forth herein in accordance with and subject to the Labor
20 Management Relations Act, 1947, as amended, the basic
21 agreement covering rates of pay, hours of work, and
22 conditions of employment to be observed between the
23 parties hereto with respect to the employees covered hereby
24 and as hereinafter defined.

25
26 **ARTICLE 2**
27 **SCOPE OF AGREEMENT**

28
29 The term "employee" or "employees" as and wherever
30 used in this Agreement shall include those employees of
31 the Company at its aluminum plant located at Hawesville,
32 Kentucky ("Plant") in the following bargaining unit for
33 which the United Steelworkers of America, AFL-
34 CIO.CLC, was recognized as the exclusive bargaining
35 representative in Case No. 26-RC-7900 as clarified in Case
36 No. 26-UC-176 and as further agreed during bargaining for
37 an initial collective bargaining agreement:
38

1 All production and maintenance employees, excluding all
2 office and clerical employees, department clerks, reduction
3 services/green carbon clerk, customer service and traffic
4 representative, reduction/rodding clerk, team clerks and
5 cashouse department clerk, clerk/typists, stores department
6 clerk, and customer service representative, medical
7 assistants, safety coordinator, metallurgical technicians,
8 laboratory assistants, spectrochemical analysts,
9 environmental control technicians, senior process control
10 technicians (electrode area), senior process control
11 technicians (potline), senior process control technicians
12 (inventory), labor pool/telecommunications supervisors,
13 process control technicians, process computer technician,
14 professional employees, guards, and supervisors as defined
15 in the Act.

16
17 **ARTICLE 3**

18 **RECOGNITION AND UNION SECURITY**

19
20 I. Recognition

21
22 The Company recognizes the Union as the exclusive
23 bargaining agency for its employees for the purpose of
24 collective bargaining in respect to rates of pay, wages,
25 hours, or other conditions of employment. The
26 provisions of this Agreement constitute the sole
27 procedure for the processing and settlement of any
28 claim by an employee or the Union of a violation by
29 the Company of this Agreement. As the
30 representative of the employees, the Union may
31 process grievances through the grievance procedure,
32 including arbitration, in accordance with this
33 Agreement or adjust or settle the same.

34
35 II. Union Security

36
37 A. All employees shall become members of the
38 Union on the thirty-first (31st) calendar day after
39 going to work or the effective date of this

1 Agreement, whichever is the later, and thereafter
2 maintain membership in good standing in the
3 Union as a condition of employment. For the
4 purposes of this Section, an employee shall not
5 be deemed to have lost his membership in the
6 Union in good standing until the International
7 Treasurer of the Union shall have determined that
8 the membership of such employee in the Union is
9 not in good standing and shall have given the
10 Company a notice in writing of that fact.

11 B. All employees who are hired by the Company
12 after the date of execution of this Agreement
13 shall be reported promptly to the Union by the
14 Company, but in no case will reporting be
15 delayed beyond thirty (30) days.
16

17 C. Any bargaining unit employee, who either (1) is a
18 member of and adheres to established and
19 traditional tenets or teachings of a bona fide
20 religion, body, or sect which has historically held
21 conscientious objections to joining or financially
22 supporting labor-organizations or (2) holds
23 sincerely a religious belief against joining or
24 financially supporting labor organizations, shall
25 pay each month to one of the following charities,
26 as a condition of continued employment under
27 Article 3, a sum equal to the regular monthly
28 dues and initiation fee required of all Union
29 members under Article 3:
30

- 31 a. United Way of Hancock County, Kentucky
- 32 b. United Way of Daviess County, Kentucky
- 33 c. United Way of Breckinridge County,
34 Kentucky
- 35 d. United Way of Perry County, Indiana
36

37 The employee who meets either subpart (1) or (2)
38 of this paragraph shall, as a condition of
39

1 continued employment under Article 3, deliver a
2 check, made payable to the charity selected and
3 in the amount of regular dues and any initiation
4 fee that would normally be required under Article
5 3 for that month, to the Financial Secretary of the
6 Local Union by the 15th of that month for
7 transmittal to the charity. If an employee who
8 meets either subpart (1) or (2) of this Paragraph
9 requests that the USW or its Local Union 9423
10 use the contractual grievance/arbitration
11 procedure on the employee's behalf, the USW
12 and its Local Union 9423 are authorized to
13 charge the employee for the reasonable cost of
14 using the procedure.
15

16 III. Check-Off
17

18 A. The Union heretofore has furnished the Company
19 a notarized list of its members who are
20 employees of the Company, which list shows the
21 name, address, department, and badge number of
22 each such employee. On or before the last day of
23 each calendar month, the Union shall submit to
24 the Company a notarized supplemental list
25 showing the same information regarding each
26 employee included in such supplemental list of
27 the notarized list first referred to, covering all
28 employees who shall have become members of
29 the Union since the last previous list of members
30 of the Union was furnished to the Company. For
31 each employee included in the aforesaid lists to
32 be supplied to the Company by the Union and for
33 whom the Company has received a written
34 assignment, not irrevocable for a period of more
35 than one (1) year or beyond the termination date
36 of this Agreement, whichever occurs sooner,
37 executed by the employee concerned authorizing
38 the Company so to do, the Company shall deduct
39 from the first pay of each succeeding week (if

1 Company's payroll system reasonably so permits
2 and in any event from the second week's pay) the
3 Union membership dues for the preceding week
4 including if so indicated on such lists, the
5 initiation fee due the Union, as designated to the
6 Company by the International Treasurer of the
7 Union.
8

9 The amount of such deductions and the
10 conditions applying thereto shall continue as
11 specified hereinabove, except as changes may be
12 required to provide for continued conformance
13 with applicable provisions of the Constitution of
14 the International Union. All amounts deducted
15 by the Company from the pay of any employee
16 hereunder shall be remitted by the Company
17 monthly to the "United Steelworkers, P.O.
18 Box44487, Pittsburgh, Pennsylvania15264-4487".
19 All money so deducted shall be transmitted to the
20 International Secretary-Treasurer on or before the
21 10th regular workday of the month after such
22 deductions are made. A properly completed
23 R115 Form shall be provided to the servicing
24 Staff Representative. The R115 Form can be
25 faxed or mailed to the servicing Staff
26 Representative.
27

- 28 B. The Company will check off dues from a lump
29 sum vacation payment made to an employee for
30 the appropriate number of months covered by
31 such payment for which dues are not otherwise
32 checked off.
33
- 34 C. The Union hereby indemnifies the Company and
35 holds it harmless against any and all suits, claims,
36 demands and liabilities that shall arise out of, or
37 by reason of, any action that shall be taken by the
38 Company for the purpose of complying with the
39 foregoing provisions of this Article, or in reliance

1 on any list or certificate which shall have been
2 furnished to the Company under any of such
3 provisions.
4

5 IV. Plant Sale Or Transfer
6

7 The Company agrees that it will not sell, convey,
8 assign, or otherwise transfer, all or substantially all, of
9 the Plant to any other party ("Buyer") unless the
10 following conditions have been satisfied prior to the
11 closing date of the sale: (i) the Buyer shall have
12 entered into an agreement with the Union recognizing
13 it as the bargaining representative for the employees of
14 the sold facilities; and either: (ii) the Buyer shall have
15 entered into an agreement with the Union establishing
16 the terms and conditions of employment to be
17 effective as of the closing date; or (iii) the Buyer shall,
18 as of the closing date, assume this Agreement as its
19 own and agree to be bound by all obligations
20 thereunder.
21

22 **ARTICLE 4**
23 **RATES OF PAY**
24

25 I. Standard Hourly Base Wage Rate Scales
26

- 27 A. The Standard Hourly Base Wage Rate Scale shall
28 be those set forth in Appendix A of this
29 Agreement. The hourly rate of a Temporary
30 Relief Supervisor under this Article shall be that
31 hourly rate which is four (4) job grades higher
32 than that of the highest hourly rate of a person
33 working under his direct supervision, but in no
34 case less than two (2) labor grades above the
35 employee's regular rate.
36
37 B. Copies of the applicable Standard Hourly Base
38 Wage Rate Scale shall be made available to Local
39 Union officers. In addition, at the beginning of

1 each calendar quarter, the Company shall supply
2 Local Union officers with, and shall post on
3 appropriate bulletin boards a list, showing by job
4 class and applicable Standard Hourly Base Wage
5 Rate, and by applicable shift differential amount
6 per hour, the job number and title of all jobs then
7 in effect. Information as to any revisions
8 occurring between quarterly posting dates shall
9 be available to Local Union officers upon
10 request. It is understood that any errors made in
11 compiling the lists above referred to shall be
12 corrected.

13
14 **II. Cost of Living Adjustments**

15
16 **A. For purposes of this Agreement:**

- 17
18 (1) "Consumer Price Index" refers to the
19 "Consumer Price Index for Urban Wage
20 Earners and Clerical Workers (CPI-Revised
21 W) – United States – All Items (1967 =
22 100)" published by the Bureau of Labor
23 Statistics, U. S. Department of Labor.
24
25 (2) "Consumer Price Index Base" shall be
26 determined as follows:
27
28 (a) For the April 1, 2010, July 1, 2010,
29 October 1, 2010 and January 1, 2011
30 adjustment dates, the Consumer Price
31 Index Base refers to the Consumer
32 Price Index for the month of November
33 2009, multiplied by 103.5%.
34
35 (b) For the April 1, 2011, July 1, 2011,
36 October 1, 2011 and January 1, 2012
37 adjustment dates, the Consumer Price
38 Index Base refers to the Consumer

1 Price Index for the month of November
2 2010, multiplied by 103.5%.

3
4 (c) For the April 1, 2012, July 1, 2012,
5 October 1, 2012 and January 1, 2013
6 adjustment dates, the Consumer Price
7 Index Base refers to the Consumer
8 Price Index for the month of November
9 2011, multiplied by 103.5%.

10
11 (d) For the April 1, 2013, July 1, 2013,
12 October 1, 2013 and January 1, 2014
13 adjustment dates, the Consumer Price
14 Index Base refers to the Consumer
15 Price Index for the month of November
16 2012, multiplied by 103.5%.

17
18 (e) For the April 1, 2014, July 1, 2014,
19 October 1, 2014 and January 1, 2015
20 adjustment dates, the Consumer Price
21 Index Base refers to the Consumer
22 Price Index for the month of November
23 2013, multiplied by 103.5%.

24
25 (3) "Adjustment Dates" are April 1, 2010, July
26 1, 2010, October 1, 2010, January 1, 2011,
27 April 1, 2011, July 1, 2011, October 1, 2011,
28 January 1, 2012, April 1, 2012, July 1, 2012,
29 October 1, 2012, January 1, 2013, April 1,
30 2013, July 1, 2013, October 1, 2013, January
31 1, 2014, April 1, 2014, July 1, 2014, October
32 1, 2014, and January 1, 2015.

33
34 (4) "Change in the Consumer Price Index" is
35 defined as the difference between (i) the
36 Consumer Price Index Base, and (ii) the
37 Consumer Price Index for the second
38 calendar month next preceding the month in
39 which the applicable adjustment date falls.

1 B. Cost-of-Living Adjustment: Effective on each
2 adjustment date, a cost-of-living adjustment equal
3 to 1¢ per hour for each full .3 of a point change in
4 the Consumer Price Index shall be calculated. In
5 calculating the adjustment, if any, for April, July,
6 October 2010, and January 2011, there shall be
7 added to the calculated amount an amount equal
8 to the cost-of-living adjustment, if any, which
9 was payable on January 2010. In calculating the
10 adjustments, if any, for April, July, October 2011,
11 and January 2012, there shall be added to the
12 calculated amount an amount equal to the cost-
13 of-living adjustment, if any, which was payable
14 on January 2011. In calculating the adjustments,
15 if any, for April, July, October 2012, and January
16 2013, there shall be added to the calculated
17 amount an amount equal to the cost-of-living
18 adjustment, if any, which was payable on January
19 2012. In calculating the adjustments, if any, for
20 April, July, October 2013, and January 2014,
21 there shall be added to the calculated amount an
22 amount equal to the cost-of-living adjustment, if
23 any, which was payable on January 2013. In
24 calculating the adjustments, if any, for April,
25 July, October 2014 and January 2015, there shall
26 be added to the calculated amount an amount
27 equal to the cost-of-living adjustment, if any,
28 which was payable on January 2014.

29
30 Effective on each adjustment date, the cost-of-
31 living adjustment as determined above shall
32 become payable for all hours worked by an
33 employee until the next adjustment date. The
34 cost-of-living adjustments under this paragraph
35 shall be considered an “add-on” and shall not be
36 deemed part of the employee’s Standard Hourly
37 Base Wage Rate. Such adjustments shall be
38 included with the hourly rate only in the
39 calculation of pay for hours worked (including

1 overtime hours) and allowed time in accordance
2 with Article 8.

- 3
4 C. Should the monthly Consumer Price Index in its
5 present form and on the same basis as the Index
6 published for November 2009 become
7 unavailable, the parties shall attempt to adjust this
8 section or, if agreement is not reached, request
9 the Bureau of Labor Statistics to provide an
10 appropriate conversion of adjustment, which shall
11 be applicable as of the appropriate adjustment
12 date and thereafter.

13
14 III. Effective Pay Date

15
16 Increases in Standard Hourly Base Wage Rates
17 and Cost of Living Adjustments shall be effective
18 on the Monday nearest to the date(s) of the
19 increases specified in this Agreement.

20
21 IV. Temporary Assignments

- 22
23 A. Single Standard Hourly Base Wage Rates have
24 been established for each job in the Plant. An
25 employee assigned from his regular job to
26 another job will receive the established rate of
27 pay for the job performed for the time worked or
28 the minimum of one (1) hour's pay whichever is
29 greater, providing that the rate of pay for the job
30 performed is equal to or higher than his current
31 rate of pay. Shift differential where applicable
32 will be paid on the upgraded rate of pay. An
33 employee assigned to a temporary position where
34 the pay grade is less will retain his Standard
35 Hourly Base Wage Rate for his regular job.
36
37 B. If an employee is upgraded to any job for training
38 purposes and the job is double-staffed with
39 another employee instructing the upgraded

1 employee, the upgraded employee will continue
2 to be paid the rate of the job from which he was
3 upgraded until training is complete.
4

5 V. New Jobs
6

- 7 A. If the Company establishes a new job, combines
8 jobs or changes job content, it will assign an
9 appropriate wage rate to such new job, which will
10 be in proper relationship to the wage rates of
11 existing jobs.
12
- 13 B. The Local Union President shall be notified in
14 writing by certified mail, of the newly established
15 job, combined job or changed job and its wage
16 rate. Such notification shall be postmarked at
17 least thirty (30) days prior to the date in which
18 the Company wishes to implement such change.
19 If within thirty (30) days after such notification,
20 the Union disagrees with the wage rate
21 established, the Plant Manager or his designee
22 and the Local Union President will enter into
23 negotiations for establishing the wage rate.
24
- 25 C. If an agreement on a rate cannot be reached by
26 the Local Union President and the Plant Manager
27 or his designee, the Union may appeal this
28 dispute to Step 3 of the grievance procedure. At
29 Step 3, the parties shall utilize the CWS Manual
30 in an attempt to resolve the matter. Such
31 negotiated resolution shall be without precedent
32 or prejudice and shall not affect the rates of any
33 other jobs.
34
- 35 D. If the matter cannot be resolved at Step 3, the
36 Union may appeal the grievance to Step 4. In
37 deciding the grievance, the Arbitrator shall utilize
38 the CWS Manual.
39

1 VI. Job Description and Classification

2
3 In the absence of a job description, or a need to review
4 an existing job description because of an issue, the
5 Company and the Union agree to meet within thirty
6 (30) calendar days for discussion and resolution of the
7 issue.

8
9 **ARTICLE 5**

10 **SHIFT DIFFERENTIALS AND SCHEDULE**
11 **PREMIUM**

12
13 I. Shift Differentials

14
15 A. For all employees:

16
17 For hours worked on the afternoon (third) shift, a
18 differential rate of three (3) percent of the
19 Standard Hourly Base Wage Rate will be paid.
20 For hours worked on the night (first) shift, a
21 differential rate of five (5) percent of the
22 Standard Hourly Base Wage Rate will be paid.
23 The 12-hour day shift receives no shift
24 differential. The 12-hour night shift receives the
25 night shift differential of five (5) percent of the
26 Standard Hourly Base Wage Rate.

27
28 B. Extra hours worked prior to or beyond the hours
29 of the shift for which an employee is scheduled
30 that day will be paid the shift differential
31 applicable to the shift on which the extra hours
32 are worked for these hours or the shift differential
33 applicable to the shift for which scheduled and
34 worked, whichever is greater.

35
36 C. Shifts shall be identified in accordance with the
37 following:
38

- 1 (1) Day shift includes all shifts regularly
2 scheduled to commence between 4:00 a.m.
3 and 8:30 a.m., inclusive.
4
- 5 (2) Afternoon shift includes all shifts regularly
6 scheduled to commence between 1:30 p.m.
7 and 4:30 p.m., inclusive.
8
- 9 (3) Night shift includes all shifts regularly
10 scheduled to commence between 6:45 p.m.
11 and 12:30 a.m., inclusive.
12
- 13 D. Should it be necessary, in the interest of efficient
14 operations, to establish schedules departing from
15 the normal work week, the Company shall notify
16 the Union President in writing within thirty (30)
17 days prior to the date of such change. The
18 Company and the Union President or his
19 designee shall meet in a mutually agreeable
20 location and time following notice to determine
21 whether, based upon the facts of the situation,
22 mutually satisfactory modified schedules can be
23 arranged, but the final right to arrange working
24 schedules rests with the Company, in order to
25 avoid adversely affecting the operation of the
26 Plant. This right shall not be exercised in an
27 arbitrary fashion for the purpose of depriving
28 employees of rights under this Agreement.
29
- 30 E. Any hours worked by an employee on a regularly
31 scheduled shift, which commences at a time not
32 specified in paragraph C above, shall be paid as
33 follows:
34
- 35 (1) For hours worked which would fall in the
36 prevailing day shift of the department, no
37 shift differential shall be paid.
38

- 1 (2) For hours worked which would fall in the
- 2 prevailing afternoon shift of the department,
- 3 the afternoon shift differential shall be paid.
- 4
- 5 (3) For hours worked which would fall in the
- 6 prevailing night shift of the department, the
- 7 night shift differential shall be paid.
- 8
- 9 (4) Where two or more overlapping shifts,
- 10 exclusive of the regularly scheduled shift
- 11 which commences at a time not specified in
- 12 Paragraph C above, prevail in a Department,
- 13 the prevailing day shift shall be deemed to
- 14 be from 8:00 a.m. to 4:00 p.m., the
- 15 prevailing afternoon shift from 4:00 p.m. to
- 16 Midnight, and the prevailing night shift from
- 17 Midnight to 8:00 a.m.
- 18

19 II. Schedule Premium

- 20
- 21 A. A schedule premium of 30 cents per hour will be
- 22 paid to all employees who are assigned to work
- 23 regular schedules on days other than Monday
- 24 through Friday. This schedule premium will not
- 25 be paid for hours worked on Saturday and/or
- 26 Sunday as additional days in the employee's
- 27 regular workweek.
- 28
- 29 B. Schedule premium will be added to each hour
- 30 worked on:
- 31
- 32 (1) Holidays
- 33 (2) Sixth and seventh consecutive days in a
- 34 workweek, and
- 35 (3) Hours worked on call-in or reporting
- 36
- 37 C. Schedule premium will not be used in the
- 38 calculation of pay for hours compensated for but
- 39 not worked, such as:

- 1 (1) Jury or witness duty service
- 2 (2) Funeral leave
- 3 (3) Holiday not worked
- 4 (4) Call-in or reporting pay
- 5
- 6 D. For the purpose of this Article the term
- 7 "scheduled cycle" is defined as an employee's
- 8 established work pattern or the number of weeks,
- 9 Monday through Sunday that must lapse before
- 10 the employee's schedule begins to repeat itself.
- 11
- 12 E. Employees whose regular schedules provide that
- 13 half or less of the workweeks in a scheduled
- 14 cycle are other than Monday through Friday,
- 15 shall receive schedule premium only for hours
- 16 worked in the workweeks which involve
- 17 scheduled days other than Monday through
- 18 Friday.
- 19
- 20 F. Employees on regular twelve (12) hour rotating
- 21 shifts shall receive schedule premium for all
- 22 hours worked.
- 23
- 24 G. Employees whose regular schedule requires them
- 25 to work more than one half of the workweeks in a
- 26 scheduled cycle on days other than Monday
- 27 through Friday shall receive schedule premium
- 28 for all hours worked.
- 29
- 30 H. Employees in positions not regularly entitled to
- 31 schedule premium pay, shall receive schedule
- 32 premium pay for all hours worked while
- 33 substituting a minimum of one (1) shift for an
- 34 employee entitled to schedule premium pay.
- 35

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ARTICLE 6

HOURS OF WORK, OVERTIME AND PREMIUM PAY

I. Hours of Work

A. This Article is intended only to provide a basis for establishing work schedules and for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

For the purposes of this Article, the normal workweek consists of the seven consecutive days beginning at the following times:

- (1) For employees on twelve hour shifts: 7:00 a.m. Monday or the twelve hour shift changing nearest that time.
- (2) For all other employees, the shift changing nearest to 12:01 a.m. Monday.

II. Overtime

- A. To the extent possible all overtime shall be voluntary.
- B. To the extent possible, voluntary overtime within a section and mandatory overtime within a section shall be equalized.
- C. As much notice as possible will be given employees offered or assigned overtime.
- D. Employees filling mandatory overtime shall be notified of such assignment while on Company premises.
- E. Employees working overtime shall be eligible for upgrades by seniority based on the procedure set forth in Article 11, Section V.

1 F. All known vacancies shall be posted two (2)
2 weeks in advance, thus allowing employees an
3 ample opportunity to volunteer to fill the
4 vacancies. These known vacancies will be filled
5 one (1) week in advance.

6 Note: The Company shall maintain a voluntary
7 overtime list to fill vacancies that were not known
8 and filled one (1) week in advance per paragraph
9 F.

10 G. Voluntary overtime shall be offered to the
11 qualified employee within the section who has
12 the ability, qualifications and physical fitness to
13 perform the job and the lowest number of
14 unscheduled overtime hours worked during the
15 current calendar year. In the event that there are
16 multiple employees with the same number of
17 unscheduled overtime hours worked in the
18 current calendar year, the employee with the most
19 seniority shall be awarded the overtime. If the
20 employee with the lowest number of unscheduled
21 overtime hours worked refuses the overtime, it
22 will be offered to the employee with the next
23 lowest amount of unscheduled overtime hours
24 worked in the current calendar year and so on
25 until the vacancy is filled. "Unscheduled"
26 overtime as used in this Article shall be defined
27 as all Voluntary and Mandatory overtime hours
28 worked outside the employee's normal scheduled
29 shift.

30 H. If no one volunteers for the overtime as outlined
31 above, a seniority report which will be updated at
32 the beginning of each work week listing
33 employees within the section of the vacancy will
34 be used to force the required number of
35 employees needed to fill the vacancies.
36 Mandatory overtime will be assigned to the
37 available employee within the section and the job
38 classification with the lowest seniority on the

1 seniority report. At the time the mandatory
2 overtime is assigned, the employee filling the
3 mandatory overtime and the supervisor shall
4 initial the seniority report. The next mandatory
5 overtime will be assigned to the employee within
6 the section and the classification with the next
7 lowest seniority on the seniority report. In all
8 circumstances, this upward rotation shall
9 continue until all the employees within the
10 section and classification have been forced, at
11 which time the rotation will begin again with the
12 least senior employee within the section and
13 classification.

14
15 If an employee is required to work overtime
16 within the rotation system above and the
17 employee can find a substitute employee from the
18 seniority report with equal qualifications as
19 approved by the supervisor, to fill the vacancy,
20 the employee may complete a "Forced Overtime
21 Trade" form and submit it to his supervisor. At
22 this time, the substitute employee will initial the
23 seniority report and fill the vacancy relieving the
24 original employee's position within the rotation.
25 Note: Employees within the Potline section shall
26 only be forced to work overtime on the line of
27 their current position, unless an emergency
28 condition is declared under Section XI below.

- 29
30 I. Employees shall not be forced to work mandatory
31 overtime within the period between his last
32 scheduled shift prior to vacation or other pre-
33 approved leave (as defined in Article 10, Section
34 IX, Leave of Absence), and his first scheduled
35 shift back following vacation or other pre-
36 approved leave.
- 37 J. Employees shall not be forced to fill more than
38 one (1) vacancy per scheduled period off.

1 Example: Employee A works off on his seven (7)
2 day break on Thursday. Employee A may only be
3 forced to cover one vacancy within this seven (7)
4 day period spanning from Thursday to the
5 following Friday.

6 K. With the exceptions of Section XI, employees
7 shall not work in excess of sixteen (16)
8 consecutive hours.

9 L. The solicitation and call-in of all overtime shall be
10 the sole responsibility of Management and no
11 bargaining unit employees shall be involved in
12 the solicitation and call-in process.

13 M. Sectional overtime policies will comply with this
14 Article along with other applicable provisions
15 within this collective bargaining agreement
16 unless mutually agreed otherwise by the Local
17 Union President or his designee and the
18 Company designee.

19
20 III. Remedy for Unequal Distribution of Overtime

21
22 A. The Parties agree that during the term of this
23 Agreement the following shall be the sole remedy
24 for unequal distribution of overtime as set forth in
25 the provisions of Section II above.

26
27 1. Initial twelve (12) month period:
28 The remedy for unequal distribution of
29 overtime for the initial twelve (12) month
30 period following ratification of this
31 Agreement shall be equalization of overtime
32 per the language found in Article 6, Section
33 II.D of the 2006 Collective Bargaining
34 Agreement.

35 If the Local Union President identifies
36 concerns/failure by supervisors to comply
37 with the process set forth in this Agreement

1 for distribution of overtime, the Local Union
2 President shall notify the Plant Manager in
3 writing requesting that the Parties meet to
4 discuss these failures. This notice shall
5 include all information available to the
6 Local Union President, including but not
7 limited to the name(s) of the employees
8 affected, the dates, times and hours of the
9 overtime at issue, the names of the
10 supervisors involved, etc. The Local Union
11 President or his designee, and the Plant
12 Manager or his designee shall meet within
13 fourteen (14) calendar days following notice
14 in an attempt to correct the issue(s) set forth
15 by the Union.

16 2. Period following the initial twelve (12)
17 month period:

18
19 The remedy set forth in Section III(A)(1)
20 above will remain in effect following the
21 initial twelve (12) month period until such
22 time that the Local Union President
23 determines after review of all the available
24 information, and after meeting with the
25 Plant Manager, that the prior instances
26 identified pursuant to Section III.A. (1)
27 above were not satisfactorily resolved, at
28 which time the Local Union President will
29 notify the Plant Manager in writing of such a
30 determination. The Plant Manager may
31 request a meeting with the Local Union
32 President upon receipt of such notification.
33 The purpose of this meeting is to allow the
34 Plant Manager the opportunity to correct any
35 unresolved issue(s) that remains open. If
36 those issues remain unresolved between the
37 Local Union President and the Plant
38 Manager, then the Local Union President

1 may issue a notice of termination upon 30
2 days written notice. Thereafter, the remedy
3 set forth above in Section III(A)(1) above
4 shall terminate and shall be replaced by
5 Section III(A)(3).

- 6 3. When the local overtime distribution system
7 indicates that a particular employee should
8 have been offered an overtime assignment
9 and the employee was bypassed for that
10 assignment, he will be paid what he would
11 have earned had he been properly offered
12 the overtime assignment, provided he would
13 have been available to work such
14 assignment. When an employee is paid an
15 overtime bypass, the day for which such
16 payment is made shall be counted as a day
17 worked for the purpose of computing sixth
18 (6th) and seventh (7th) consecutive day
19 worked in that week if such day would have
20 been counted had he actually worked that
21 day.

22 IV. Overtime Pay

23
24 Employees who work in excess of their regularly
25 scheduled workday or in excess of 40 hours in a
26 payroll week shall receive overtime pay of one and
27 one-half (1 1/2) times their Standard Base Wage
28 Rate including shift differential and schedule
29 premium.

30
31 V. Sixth Consecutive Day

32
33 Employees who work on a sixth consecutive day in
34 the same payroll week shall receive pay of one and
35 one-half (1 1/2) times their Standard Base Wage Rate
36 including shift differential and schedule premium for
37 all hours worked.

1
2 VI. Seventh Consecutive Day

3
4 Employees who work on a seventh consecutive day in
5 the same payroll week shall receive pay of two (2)
6 times their Standard Base Wage Rate including shift
7 differential, plus schedule premium for all hours
8 worked.

9
10 VII. Sundays Worked

11
12 Employees who work on Sunday shall receive pay of
13 one and one-half (1 1/2) times their Standard Base
14 Wage rate for all hours worked including shift
15 differential and schedule premium.

16
17 VIII. Work Performed on Scheduled Day Off

18
19 Employees who work on their scheduled day off
20 shall receive pay of one and one-half (1 1/2) times their
21 Standard Base Wage Rate including shift differential
22 and schedule premium for all hours worked. If the
23 payroll week includes a holiday, the employee
24 must work his/her last (2) scheduled shifts prior
25 to, and his/her first (2) scheduled shifts following
26 the holiday(s) within that cumulative period,
27 unless he/she failed to work due to an excused
28 absence such as Union business, family emergency, or
29 a personal illness (supported by a physician's statement
30 and submitted to the Company by the fifth day
31 following the holiday.)

32 Hours worked for which overtime payments are paid
33 under this agreement shall not be considered as
34 "hours worked" for the purposes of computing any
35 other overtime payments except for hours worked
36 on the (6th) and/or (7th) consecutive days worked
37 in the same payroll week.

38 IX. Pay At Rate of Assigned Job

1 The calculation of pay pursuant to this Article
2 for employees who work a higher pay rate job shall be
3 at such higher pay rate.
4

5 X. No Pyramiding

6
7 Payment of overtime and/or premium rates will not
8 be duplicated for the same hours worked, but the
9 higher applicable rates will be used. Hours
10 compensated at overtime and/or premium rates shall
11 not be counted further for any purpose in determining
12 overtime and/or premium liability under the same or
13 any other overtime and/or premium pay provision.
14

15 XI. Emergency Conditions

16
17 A. In the event of emergency conditions, as
18 defined by state and/or local officials,
19 employees normally asked to work eight (8)
20 hours will be paid straight time for the first eight
21 (8) hours, time and one-half will be paid over
22 eight (8) hours up to sixteen (16) hours, and
23 double-time will be paid for all continuous
24 hours worked past sixteen (16) hours. Employees
25 normally asked to work twelve (12) hour shifts
26 will be paid straight time for the first twelve
27 (12) hours, time and one-half for the next four (4)
28 hours up to sixteen (16) hours, and double-time
29 will be paid for all continuous hours past sixteen
30 (16) hours. For example, an 8-hour shift
31 employee is needed to stay at work due to the
32 emergency for a total of forty-eight (48)
33 straight hours: the first eight (8) hours are at
34 straight time, the next eight (8) hours are at time
35 and one-half, the last thirty-two (32) hours are at
36 double-time.
37

38 B. At some period within the initial sixteen (16)
39 hours but not to exceed sixteen (16) hours,

1 employees shall be given four (4) hour rest and
2 break periods after every four (4) hours of work.
3 This rest and break time shall be paid time as set
4 forth above. Employees who are not required to
5 stay at work and were not given substitute work
6 are to go home if possible. If they prefer to stay
7 for their own convenience, they will not be paid
8 but may bed down and are free to eat whatever
9 food is available.

- 10
11 C. If an employee missed work due to the emergency,
12 he will be allowed vacation time or Company
13 option. This emergency time missed shall not
14 count against perfect attendance.

15
16 XII. Pay Recipe

17
18 The parties have developed a Pay Recipe setting forth
19 in clearly understandable terms the calculation of
20 wages pursuant to this Agreement. (Note: The pay
21 recipe is incorporated into this agreement as
22 Appendix E.)

23
24 **ARTICLE 7**
25 **BREAKS AND MEAL ALLOWANCE**

26
27 I. Breaks

- 28
29 A. Employees shall be provided with one break in
30 the first half of their shift and one break in the
31 second half of their shift.
32
33 B. Employees on eight hour shifts shall be provided
34 two ten (10) minute breaks over the course of
35 their shift.
36
37 C. Employees on ten hour shifts shall be provided
38 two fifteen (15) minute breaks over the course of
39 their shift.

- 1 D. Employees on twelve hour shifts shall be
2 provided with two twenty (20) minute breaks
3 over the course of their shift.
4
5 E. Employees shall be provided with one thirty (30)
6 minute meal break per shift.
7
8 F. The term "break" as used in this section shall be
9 defined as an uninterrupted period of time during
10 which the employee is relieved from his/her
11 duties.
12

13 II. Meal Allowance

- 14
15 A. A meal allowance in the amount of \$5.00 will be
16 provided to employees who are required to
17 perform four (4) or more hours of work before or
18 after their regular shift.
19

20 **ARTICLE 8**
21 **REPORT AND CALL-IN TIME**
22

23 I. Report-In

- 24
25 A. An employee who reports for work at his
26 regularly scheduled time without previous notice
27 not to report shall receive four (4) hours pay at
28 his Standard Hourly Base Wage Rate.
29
30 B. The provisions of Section A shall not apply in the
31 event of:
32
33 (1) A work stoppage, a failure of utilities occur,
34 an Act of God interferes with providing
35 work.
36
37 (2) The employee reports unfit to work.
38

- 1 (3) The employee refuses to accept an
2 assignment.
3
4 (4) The Company gives reasonable notice of a
5 change in scheduled reporting time or that
6 the employee specifically need not report.
7 Actual notice or a notice broadcast by local
8 radio stations at least one hour before the
9 scheduled starting time shall be considered
10 reasonable notice.

11 II. Call-In
12

- 13 A. An employee who is called in to work by the
14 Company at any time before or after but not
15 continuous with his work shift shall be paid the
16 greater of (i) one and one-half (1½) times his
17 Standard Hourly Base Wage Rate for actual
18 hours worked prior to the start of his regular shift
19 unless the call-in hours result in premium pay for
20 working sixth and/or seventh consecutive days,
21 or (ii) a minimum of eight (8) times his Standard
22 Hourly Base Wage Rate. “Continuous with” as
23 used above is not applicable to employees, who
24 are called out, i.e., actually report in at least two
25 (2) hours in advance of their regular shift.
26
27 B. If no work is available that falls within the scope
28 of the employee’s normal job description when
29 the employee arrives at work, he will be
30 guaranteed four (4) hours at his Standard Hourly
31 Base Wage Rate. If the employee works at an
32 upgrade he will receive call-in pay at the
33 upgraded rate.
34
35 C. If the call-in work assignment is at a higher rate
36 of pay, the employee shall receive the higher rate
37 of pay including shift and schedule premiums
38 when applicable.
39

- 1 D. An employee will be eligible for the call-in pay
2 provided in Section B above when he is called in
3 after having left the Plant, provided that less than
4 twenty-four (24) hours notice is given and less
5 than ninety (90) minutes elapse from the time the
6 employee is contacted and the time the employee
7 actually reports unless unusual, extenuating
8 circumstances exist.
9
- 10 E. Employees are usually called in for the duration
11 of a specific job or jobs. The completion of one
12 shift or the start of another shift has no effect on
13 the call-in. The employee's supervisor shall have
14 the option to decide if the employee who is
15 called-in will be expected to return for his next
16 scheduled shift.
17
- 18 F. An employee called out for a specific job may, at
19 the discretion of the Company, be assigned to
20 perform another job provided the second job is
21 because of a breakdown.
22
- 23 G. If the number of hours worked on the call-in is
24 less than eight (8) hours, a minimum of eight (8)
25 times the Standard Hourly Base Wage Rate is
26 guaranteed.
27

**ARTICLE 9
VACATIONS**

30 I Eligibility

- 31
- 32 A. A newly hired employee will not receive any
33 vacation, but will be earning one (1) day of paid
34 vacation for each full month that he works, up to a
35 maximum of ten (10) days to be taken the
36 next calendar year. Computation for vacation
37 is done on December 31 of each year.
38

1 B. To be eligible for vacation in any calendar
2 year (except for first year vacation), an
3 employee must (i) be on the payroll through
4 12/31 of the previous year, (ii) on 12/31 of the
5 preceding calendar year have one (1) year or
6 more of continuous service, and (iii) have
7 worked a minimum one thousand (1000) hours
8 the preceding calendar year. In the
9 alternative, an employee will be entitled to a
10 vacation with pay during the current calendar
11 year if, at 12/31 of the preceding year, or at any
12 time while working between 1/1 and 11/30,
13 inclusive, of such calendar year, the employee
14 has completed one (1) or more years of
15 continuous service and has worked 1000 or
16 more hours in the immediately preceding 365
17 calendar days.

18
19 C. Employees hired after 12/31/88 will be eligible for the
20 following vacation:

21
22 Continuous Years of Service

<u>As of 12/31/88</u>	<u>Vacation Eligibility</u>
0 but less than 1	10 days maximum (1 day per each full month service)
1 but less than 10	10 days (80 hours)
10 but less than 25	15 days (120 hours)
25 and over	20 days (160 hours)

23
24
25
26
27
28
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30
31
32
33 D. Employees hired between 1/1/83 and 12/31/88
34 are frozen at the levels listed below until such
35 time that the vacation eligibility listed above
36 exceeds the following levels:

<u>Employment Dates</u>	<u>Vacation Eligibility</u>
1/1/83 to 12/31/84	18 days (144 hours)

1 1/1/85 to 12/31/86 15 days (120 hours)
2 1/1/87 to 12/31/88 12 days (96 hours)

3
4 E. Employees hired before 1/1/83 are frozen at the
5 eligibility levels listed below:

<u>Employment Dates</u>	<u>Vacation Eligibility</u>
Prior to 1/1/71	28 days (224 hours)
1/1/71 to 12/31/75	26 days (208 hours)
1/1/76 to 12/31/80	24 days (192 hours)
1/1/81 to 12/31/82	21 days (168 hours)

11
12 F. The Parties agree that effective January 1, 2011,
13 eight (8) hours vacation eligibility will be added
14 to each group identified in Sections C through E
15 above. Effective January 1, 2012, eight (8) hours
16 vacation eligibility will be added to each group
17 identified in Sections C through E above.
18 Effective January 1, 2013, eight (8) hours
19 vacation eligibility will be added to each group
20 identified in Sections C through E above.
21 Effective January 1, 2014, sixteen (16) hours
22 vacation eligibility will be added to each group
23 identified in Section C through E above.

24
25 G. Employees that have their seniority adjusted per
26 Article 10, Section I, Paragraph A, shall retain any
27 existing vacation entitlements in excess of those
28 set forth above.

29
30 H. Paid absences shall count as time worked for
31 the purpose of determining vacation eligibility up
32 to a maximum of forty (40) hours weekly. These
33 are:

- 34
- 35 Work related disability
- 36 Vacation
- 37 Holidays
- 38 Jury and witness duty service

1 Funeral leave

- 2
- 3 I. Annual military training, time off for Union
4 business, and Company option hours will count as
5 time worked for the purpose of determining
6 vacation eligibility up to a maximum of forty
7 (40) hours weekly.
8
- 9 J. In addition, a day of vacation will be considered
10 as a day worked for sixth and seventh day purposes
11 and for calculation of premium pay.
12
- 13 K. In cases where an employee's remaining
14 eligible vacation hours do not constitute a
15 complete work day for that employee, the
16 employee shall be excused for the entire work
17 day, but paid only for those vacation hours
18 remaining.
19

20 Example: A twelve-hour shift employee is eligible
21 for eighty (80) hours vacation. When eighty (80)
22 hours is divided by the twelve-hour shift, the
23 employee is eligible for 6 days with eight (8)
24 hours remaining. The employee may use the
25 remaining eight (8) hours for a vacation day.
26

27 II. Vacation Pay

28
29 Vacation pay will be the greater of:

- 30
- 31 (i) Employee's current Standard Hourly Base
32 Wage Rate times number of vacation hours;
33 or
34
- 35 (ii) Current year's gross pay (when employee
36 has worked less than 240 hours this will
37 be the previous year's gross pay) minus
38 the pay received for time not worked such
39 as vacation, jury and witness duty service,

1 and funeral leave divided by current year's
2 hours worked (previous year's when less than
3 240 hours worked) times number of vacation
4 hours.

5 III. Pay In Lieu of Vacation

6 An employee may elect to take pay in lieu of
7 vacation. Pay will be calculated as above.
8 Vacation pay will be calculated the same
9 whether for time off or pay in lieu of time off. An
10 employee will be asked to decide during the
11 vacation scheduling period whether he will
12 take his vacation days as time off or pay in lieu of
13 time off.

14 IV. Vacation Scheduling

15 A. Vacations may be scheduled by the week with a
16 limit of two (2) consecutive weeks. Scheduling
17 will be by Plant seniority due to availability
18 within a vacation or work group. Typically, the
19 most senior employee within a work group
20 will be asked to schedule vacation first at
21 which time the employee will be allowed to
22 schedule any or all days provided they are
23 scheduled consecutively. After the most
24 senior employee has been given the opportunity
25 to schedule vacation, the next senior employee
26 shall be given the opportunity to schedule
27 vacation. After all employees within a work
28 group are given the opportunity to schedule
29 vacation, the most senior employee will be given
30 the opportunity to schedule any and all of their
31 remaining vacation consecutively or elect to
32 schedule any remaining vacation at a later date
33 as necessary on a first come basis provided he
34 gives twenty-four (24) hours notice prior to
35 taking off. This twenty-four (24) hour notice
36 will be waived twice a year for each employee,

1 allowing such employee to take up to three (3)
2 days floating vacation provided he gives three
3 (3) hours notice prior to taking off, and there is
4 eligible vacation opening(s) available within the
5 vacation or work group.
6

7 B. Yearly vacation cannot be postponed until
8 another year. No more than two (2) weeks may be
9 scheduled during prime time at first choosing,
10 i.e. the period between and including 6/1 and 8/31,
11 the first two (2) weeks in January, and the last
12 two (2) weeks in December.

13 C. An up to date copy of the vacation procedures
14 shall be kept in a binder marked "Department
15 Vacation Procedures" and kept in Human
16 Resources and the Local Union Hall.
17

18 **ARTICLE 10**

19 **SENIORITY AND LEAVE OF ABSENCE**

20 21 I. Definition of Seniority 22

23 A. Seniority: The Company recognizes seniority as
24 the employee's length of continuous service from
25 the last date of hire at the Plant, including service
26 with NSA; for benefit accrual purposes only, the
27 Company will recognize an employee's existing
28 combined length of service from the last date of
29 hire with NSA and other Southwire facilities.
30

31 II. Probationary Period 32

33 The first ninety (90) days of actual work shall be
34 deemed a probationary period and during such
35 probationary period an employee may be laid off or
36 terminated at the discretion of the Company and will
37 receive no continuous service credit during such
38 period. Probationary employees continued in the

1 service of the Company subsequent to the ninetieth
2 day of actual work after the first day worked shall
3 receive full continuous service credit from the date of
4 first day worked. If an employee is laid off or
5 terminated during his probationary period and is
6 rehired within one (1) year thereafter, the days
7 actually worked prior to such layoff or termination
8 shall be added to the days actually worked after rehire
9 in determining the completion of his probationary
10 period. If, however, such an employee is rehired
11 within two (2) weeks of his last layoff or termination
12 from employment, his continuous service date will be
13 the date of hire for his prior employment.

14
15 After the first thirty (30) calendar days in the
16 probationary period the employee shall become
17 benefits eligible, and, if hired as a production
18 apprentice, shall begin to receive the rate of pay for
19 the classification in which he is assigned.

20 III. Post-Secondary Student Employment

21
22 When the Company determines the need for additional
23 employees during the traditional summer months and
24 Christmas holiday breaks, it shall give hiring
25 preference to the post-secondary student sons and
26 daughters (who are age 18 or over) of Company
27 employees. No student employee shall work past the
28 end of such breaks. Student employees shall not
29 displace any member of the bargaining unit or perform
30 work that is normally performed by the bargaining
31 unit with the exception of incidental sweeping and
32 housekeeping items. The appropriate rate of pay shall
33 be the starting Standard Hourly Base Wage Rate set
34 forth in Appendix A for a bargaining unit member
35 doing the same job. For the purpose of this Article,
36 time worked as a student employee shall not be
37 considered as "probationary time" and no seniority
38 accrues for any purpose for time worked as a student

1 employee. The Company shall assign student
2 employees with due consideration to the hazards of the
3 jobs to be performed.

4 IV. Promotions and Transfers

5
6 A. Promotions and transfers shall be awarded to the
7 senior employee with the ability, qualifications,
8 and the physical fitness to perform the job.

9
10 B. The Company has the right to add, delete, change
11 or modify sections.

12 (1) In the event the Company exercises such
13 right and creates a new section, the
14 Company shall utilize the bidding procedure
15 set forth in Article 11 to fill the new
16 sectional vacancies.

17
18 (2) In the event the Company exercises such
19 right and deletes a section, the Company
20 shall treat the deleted section as a reduction
21 in force and utilize the reduction in force
22 procedure set forth in Section V below.

23
24 (3) In the event the Company exercises such
25 right and combines two or more sections,
26 employee's seniority transferred to the
27 combined section shall be established by
28 merging the seniority list from each section.

29
30 V. Reduction in Forces

31 A. A reduction in force is any cutback in the staffing
32 level on a job or in a section which results in the
33 temporary or permanent displacement of
34 employees within or between sections which does
35 not cause a layoff. A layoff occurs only when
36 employees are put out of work because work is
37 not available.

1 B. If a reduction in force or a temporary
2 reassignment becomes necessary, it will be
3 undertaken by seniority in each section as
4 follows:

5
6 (1) The Company shall first identify the number
7 of positions that will be eliminated.

8 (2) Assigning employees with the least amount
9 of seniority, the Company shall then assign
10 to the General Helper Classification a
11 number of employees from the reduced
12 section until such time as the number of
13 employees remaining in the section is equal
14 to the number of positions within the
15 section.

16 (3) Following these assignments, the most
17 senior affected employee will be canvassed
18 to select and fill any opening created by the
19 reduction of force that is within their current
20 classification. In the event that there is
21 only one opening in his classification, he
22 shall fill that opening.

23
24 Note: An affected employee is defined as an
25 employee that remains in the section
26 following a reduction in force due to
27 seniority, and/or an employee that was
28 displaced by a more senior employee within
29 the section due to the reduction in force.

30
31 (4) In the event that there is not an opening
32 within the same classification of the affected
33 employee and there are openings in other
34 job classifications within the section, the
35 most senior affected employee may use his
36 seniority to select one of those openings in
37 the following manner:

- 1 a. If the employee elects to fill an opening
2 in a lower job classification he will be
3 awarded that opening based on
4 seniority.
5
- 6 b. If the employee elects to fill an opening
7 in a higher job classification, prior to
8 awarding this opening to the most
9 senior affected employee, all
10 employees within the remaining job
11 classifications shall be canvassed to
12 determine if there is an employee
13 within the remaining classifications
14 having more seniority than the affected
15 employee and wishing to accept the
16 opening. If a more senior employee
17 wishes to accept this opening, then he
18 will fill the opening and the affected
19 employee will fill that subsequent
20 vacancy. If the more senior
21 employee(s) elects not to accept the
22 opening then the senior affected
23 employee will be awarded the vacancy.
24
- 25 c. The affected employee may displace
26 the least senior employee within his job
27 classification provided he has more
28 seniority.
29

- 30 (5) This process will continue until all
31 remaining positions in the section are filled.
32
- 33 (6) Employees who are in the Maintenance
34 Training Program will be displaced in order
35 of least amount of credited time in the
36 program (by seniority where credited
37 training time is equal) before classified
38 Maintenance employees are displaced.
39

- 1 (7) If an employee is assigned work in a lower-
2 graded job or jobs because work is not
3 available in his regular job or because of a
4 reduction in force, such employee will
5 receive the Standard Hourly Base Wage
6 Rate of the job which the employee left for
7 five (5) consecutive scheduled workdays.
8 After completing five (5) consecutive
9 scheduled workdays on a lower-graded job
10 or jobs, the employee will receive the rate of
11 that job.
12
- 13 C. If a reduction in force requires an employee to be
14 placed on layoff, the employee with the least
15 seniority will be placed on layoff, regardless of
16 classification, provided that the retained
17 employees have the ability, qualifications, and
18 physical fitness to perform the remaining jobs.
19 Employee medical insurance shall continue for
20 laid off employees until the end of the month in
21 which the layoff occurred.
22
- 23 D. In the event of a layoff, a more senior employee
24 within the classification being reduced wishes to
25 volunteer for a layoff, layoffs will be awarded
26 based on seniority with the most senior employee
27 requesting the layoff being awarded the layoff.
28
- 29 E. Critical Jobs
30
- 31 (1) The Company reserves the right to make an
32 exception to the normal reduction in force
33 process in jobs identified as critical to the
34 operation of the Plant.
35
- 36 (2) Employees who were exempted from a
37 sectional reduction in force by virtue of their
38 job being identified as critical would

1 likewise be exempt from a corresponding
2 Plant layoff.

- 3
4 (3) In the event of a reduction in force or layoff,
5 it shall be understood the following jobs
6 shall be considered critical:

- 7
8 (a) Boat Operators
9 (b) Rectifier Operators
10 (c) Utility Operators (Water Treatment)
11 (d) Electrical Technician
12 (e) Cell Liner "C" Grade
13 (f) Scrubber Operators
14 (g) Heavy Equipment Operators

- 15
16 (4) These employees may be retained in the
17 event of a reduction in force or layoff.

18
19 VI. Restoration of Forces

- 20
21 A. An employee who is displaced from his job or
22 section will have "recall rights" for two (2) years
23 to that job or section, as the case may be, through
24 the Job Posting procedure. Employees will
25 forfeit such "recall rights" to the job or section
26 from which they were displaced if:

- 27
28 (1) They fail to accept that job, regardless of
29 shift, when notified;
30
31 (2) They become otherwise ineligible because
32 of medical restrictions that cannot be
33 reasonably accommodated as required by
34 the Americans with Disabilities Act, or
35 terminations; or
36
37 (3) Their Plant recall has expired.
38

1 B. Employees on layoff from the Company shall be
2 recalled to the Plant in order of greatest seniority
3 regardless of classification, provided the
4 employee has the ability, qualifications, and the
5 physical fitness to perform the job.

6 C. Employees on voluntary layoff may, at their
7 discretion, continue to elect to extend their layoff
8 by allowing a junior employee in the same
9 classification and section to return to work in lieu
10 of their recall.

11
12 Example: Employee A has exercised his seniority
13 to elect to take a voluntary layoff. He has been
14 awarded the layoff because he is the most senior
15 employee requesting the layoff.

16
17 When the Company determines that it must recall
18 from layoff, he is the most senior employee on
19 layoff and must be recalled. He now has the
20 contractual ability to take the recall or postpone
21 his recall. If he postpones his recall, he will be
22 the next recalled during all subsequent recalls.

23
24 VII. Temporary Shift Trades

- 25
26 A. Temporary shift trades may occur as long as:
27
28 (1) A completed "Request for Shift Trade" form
29 is submitted to the employee's general
30 supervisor twenty-four (24) hours prior to
31 either employee working the other's shift;
32
33 (2) Both employees are in the same job
34 classification;
35
36 (3) The trade does not cause either employee to
37 work hours in excess of his regularly
38 scheduled work week;

- 1 (4) The shift trades occur within the same
2 payroll week or if in different payroll weeks
3 the Company does not incur additional
4 overtime expense;
5
6 (5) If the trade requires that the employees work
7 more than the normal amount of hours in a
8 twenty-four (24) hour period (i.e. double
9 shift) both employees must agree to sign a
10 waiver for daily overtime for the extra hours
11 worked during the actual shift trade; and,
12
13 (6) There is no adverse impact on operational
14 requirements.
15

16 B. Employees substituting under the above terms
17 will be eligible for any upgrades based on
18 seniority, ability, qualifications and physical
19 fitness and will receive the premium available
20 for that shift.
21

22 VIII. Preferential Seniority

23

24 In the event of a reduction in force in a department,
25 the Grievance Committee person may exercise
26 preferential seniority and shall remain in the affected
27 department in the lowest rated job, provided there are
28 employees in that department to represent. In the
29 event of a reduction in force in a department in which
30 the President of the Local Union is assigned, the
31 President may exercise preferential seniority Plant
32 wide to remain in the lowest rated job in the Plant.
33 Preferential Seniority shall not be recognized for any
34 other purpose.
35

36 IX. Leave of Absence

37

38 Unless otherwise provided by law, a "Request for
39 Leave of Absence" form available from the Human

1 Resources Office must be completed and returned to
2 the Human Resources Office no later than seven (7)
3 calendar days after the employee's last day of work, or
4 in the case of disability no later than seven (7)
5 calendar days from the first day of disability.

6
7 While an employee is on approved leave of absence,
8 the Company will continue the employee's medical,
9 dental, vision, and life insurance coverage for a period
10 not to exceed twelve (12) months and the employee
11 shall pay his appropriate premiums. If employment is
12 terminated while on leave of absence, eligibility for
13 insurance benefits ceases. This coverage period
14 begins with the employee's first day of approved
15 leave.

16
17 (A) Personal Leave of Absence;

18
19 Employees shall request a leave of absence from
20 the Company by completing the appropriate
21 Company forms.

22
23 An employee's request of personal leave of
24 absence may be granted at the discretion of the
25 Company. Such leaves of absence may be
26 granted for an initial period of up to thirteen (13)
27 weeks and shall be without pay. An extension of
28 leave shall be requested in the same manner as
29 outlined in Section A above and must be
30 requested at least three (3) calendar days prior to
31 the expiration of the original leave or extension
32 thereof.

33
34 This Section A. shall apply to personal leaves of
35 absence except to the extent that the leave is
36 governed by the Family and Medical Leave Act
37 of 1993 ("FMLA")
38

1 Example: Employee A has a friend that is
2 terminally ill. His friend is currently living in
3 Japan. Employee A would like to spend some
4 time with his friend before he passes. Employee
5 A would request the appropriate forms from
6 Human Resources at a minimum of three (3)
7 calendar days before he wants to leave. At this
8 time, it is the Company's discretion to grant a
9 personal leave of absence.

10
11 (B) Medical Leave of Absence

12
13 Employees may request a medical leave of
14 absence. This section B. shall apply to medical
15 leaves of absences except to the extent that the
16 leave is governed by the Family and Medical
17 Leave Act of 1993 ("FMLA"). For disabilities of
18 seven (7) calendar days or more for medical
19 reasons, employees must request a medical leave
20 of absence. Certification by a physician of the
21 necessity of the leave and specifying the physical
22 condition which necessitated it and the estimated
23 length of time needed to be away from work may
24 be required by the Company.

25
26 A medical leave of absence due to a non-
27 occupational illness or injury may be granted for
28 a period of normal recovery time, with options to
29 extend if necessary.

30
31 Prior to returning to work from a Medical Leave
32 of Absence the employee must have a full release
33 from their attending physician as well as go
34 through the Company's Human Resources
35 Department.

36
37 Any request for an extension of leave shall be
38 accompanied by a physician's statement
39 certifying the necessity of the extension and

1 specifying the physical condition which
2 necessitates the continued leave and the estimated
3 length of time needed to be away from work.
4

5 The Company may require a medical
6 examination by the Company's doctor or a
7 special doctor's report, at the Company's
8 expense, establishing recovery from the illness or
9 accident to the extent that the employee is fully
10 able to resume his regular work without risk of
11 further injury before permitting any person who
12 has been absent because of such leave to resume
13 his position. Disputes as to the employee's
14 ability to return to work shall be subject to Third
15 Doctor Arbitration described in Article 16 VIII B.
16

17 (C) Restricted Work Assignments
18

19 In the event an employee suffers from an
20 occupational injury or illness, and the employee
21 is informed by his physician that he may return to
22 work with temporary restrictions, the employee
23 must apply to the Company Medical Department
24 for a restricted work assignment that would fall
25 within his return to work limitation. This
26 restricted work assignment procedure has been
27 adopted to expedite the return to work of
28 employees off from work due to illness or injury.
29 Restricted work assignments are strictly
30 temporary positions, the length of which are
31 discretionary with the Company and in no event
32 will exceed two (2) weeks unless extended by the
33 Company. The availability of such positions are
34 limited and are not guaranteed. These employees
35 shall receive their regular Standard Base Wage
36 Rate plus any applicable premium pay for any
37 hours worked. Disputes as to the employee's
38 ability to perform the offered job shall be subject

1 to Third Doctor Arbitration described in Article
2 16 VIII B.

3
4 (D) Family and Medical Leave
5

6 As provided by the Family and Medical Leave
7 Act of 1993, as amended, ("FMLA"), each
8 employee who has been employed by the
9 Company for a period of at least one year, and
10 who has worked at least 1,250 hours in the
11 preceding twelve-month period, may be eligible
12 for up to a total of twelve (12) weeks of unpaid
13 leave in any twelve-month period for one or more
14 of the following:
15

- 16 1. the birth of the child of the employee
17 and in order to care for such newborn
18 child,
- 19 2. the placement of a child with the
20 employee for adoption or foster care,
- 21 3. to care for a child, spouse or parent of
22 the employee with a serious health
23 condition, OR
- 24 4. a serious health condition that makes
25 the employee unable to perform the
26 functions of the employee's position.
27

28 The Company shall administer a policy in
29 compliance with the FMLA, which it may amend
30 from time to time in the event of a change in the
31 Federal law or regulations in effect for the Family
32 Medical Leave Act. Any eligible employee may,
33 in appropriate circumstances, elect a leave in
34 accordance with the FMLA. To the extent that
35 any requirement of the Agreement or the
36 Company's FMLA policy is deemed to be in
37 violation of the FMLA, the FMLA shall govern.
38 In the event of conflict between the terms of this

1 Agreement and the Company's FMLA policy,
2 this Agreement shall govern.

3
4 Employees are urged to consult the required
5 posting as to their FMLA rights. In addition, the
6 parties agree on the following:

7
8 The Company may require an employee to
9 use all but two weeks of their vacation
10 entitlement, up to a maximum of eighty-four
11 (84) hours of vacation, as FMLA time
12 beginning with the employee's first FMLA
13 request.

14
15 Example: Employees A and B work a 5-day,
16 8-hour shift. Employee A has 150 hours of
17 vacation entitlement, and Employee B has
18 180 hours. The Company certifies the
19 FMLA leaves for Employee A and B. The
20 Company can only require that Employee A
21 use 70 hours, and that Employee B use 84
22 hours, of their vacation concurrently with
23 the FMLA leave.

24 Any medical leave of absence granted under
25 this Article shall run concurrently with
26 FMLA leave. For those employees on
27 medical leave, the Company reserves the
28 right to require said employees to accept
29 such restricted work assignment if they are
30 unable to perform their regular duties.
31 These employees shall receive their regular
32 Standard Base Wage Rate plus any
33 applicable premium pay for any hours
34 worked. Disputes as to the employee's
35 ability to perform the offered job shall be
36 subject to Third Doctor Arbitration
37 described in Article 16 VIII B.

38
39 X. Political Leave

- 1
2 A. An employee appointed to or accepting any
3 elective, full-time paid Federal, State, County or
4 municipal government office shall, upon
5 appropriate written notice to the Company, be
6 granted a leave of absence for the duration of the
7 term of office. Such employee may not
8 accumulate continuous service in excess of one
9 (1) term of office.
10
11 B. Any employee who shall be granted a leave under
12 this subsection will be reinstated to such position
13 as his qualifications and accumulated seniority
14 shall entitle him, provided he shall apply to the
15 Company in writing within thirty (30) days after
16 the expiration of his term of office and shall
17 report for work within ten (10) days after his
18 application is received by the Company.
19

20 XI. Employment Outside The Bargaining Unit
21

22 An employee who removes himself from the
23 bargaining unit by accepting a permanent job outside
24 the bargaining unit shall lose all seniority status in the
25 bargaining unit. An employee who accepts a
26 temporary job assignment outside the bargaining unit
27 shall not lose any seniority status in the bargaining
28 unit during that temporary job assignment. Such
29 temporary job assignment shall not exceed six (6)
30 months without mutual agreement. This maximum
31 six (6) month period shall apply to each single
32 temporary job assignment. Moreover, no individual,
33 during the term of this agreement, shall work more
34 than 12 months cumulatively in temporary jobs
35 outside the bargaining unit without mutual agreement.
36 No bargaining unit employee will be forced to work
37 overtime as a direct result of an employee accepting a
38 temporary assignment outside the bargaining unit.
39

1 XII Termination of Seniority

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Seniority shall be terminated under this Agreement when:

- (1) An employee quits for any reason.
- (2) An employee is discharged for just cause.
- (3) An employee is laid off in excess of two (2) years. If however, the Company rehires an employee within three (3) years from layoff, the employee will receive a bridge in service and that bridged time will be counted for seniority purposes.
- (4) An employee fails to report to work after recall from layoff within five (5) calendar days, excluding weekends and Company-recognized holidays, after receiving notice by certified mail at the last address furnished to the Company by the employee.
- (5) An employee is permanently transferred out of the bargaining unit.
- (6) An employee is absent for three (3) consecutive scheduled workdays without good and satisfactory reason.
- (7) An employee retires.
- (8) An employee fails to report to work on the first day following expiration of a leave of absence without good and satisfactory reason and without notice prior to the scheduled date of return, where such notice is reasonably possible.
- (9) An employee engages in any other regular employment (other than the employee's "normal

1 moonlighting” job, of which the Company was
2 previously aware and provided that its
3 performance does not interfere with the
4 employee’s return to work) while on leave of
5 absence without the Company’s consent.

6
7 (10) An employee settles a Workers’ Compensation
8 claim for disability and is no longer able to work.

9
10 (11) An employee engages in any other regular
11 employment while on leave of absence for a
12 Workers’ Compensation matter or a Sick and
13 Accident matter, without first obtaining
14 permission from the Company. A “normal
15 moonlighting” job, of which the Company was
16 previously aware, shall not be construed as a
17 violation of this Article, provided that its
18 performance does not interfere with the
19 employee’s return to work.

20
21 (12) An employee is on medical leave for a period of
22 two (2) years.
23
24

1 **ARTICLE 11**
2 **JOB BIDS**

3 I. Bidding Procedures

4 An employee may authorize a designated Union
5 official to submit a bid on his behalf. In the event the
6 successful bidder is on vacation at the time of his
7 selection, he shall have authorized a Union official to
8 notify the Company on his behalf that the job has been
9 accepted.

10 A. Initial Opening

11 a. Sectional canvassing

- 12 1. When an initial opening in a particular
13 section occurs, employees in the same
14 section shall be canvassed to determine,
15 by seniority, if they would like to fill
16 the open position.
- 17 2. Employees will be considered and
18 positions awarded in the following
19 order based on seniority:
- 20 i. Employees who have been
21 displaced from the job within the
22 past 2 years who still remain in the
23 section.
- 24 ii. Other employees within the
25 section.
- 26 3. The practice of internal canvassing for
27 the potline section shall continue as
28 before, posting the openings on the
29 bulletin board by the guard shack.
- 30 4. If an employee bids on a job and it is
31 awarded to him, he must accept it.

32
33 B. Subsequent Openings Following The Initial
34 Opening

- 1 a. Sectional Canvassing
- 2 1. Sectional Canvassing will be limited to
- 3 two subsequently created openings.
- 4 2. The practice of internal canvassing for
- 5 the potline section shall continue as
- 6 before, posting the openings on the
- 7 bulletin board by the guard shack.
- 8 3. If an employee bids on a job and it is
- 9 awarded to him, he must accept it
- 10 4. Employees will be considered and
- 11 positions awarded as outlined above in
- 12 A(a2i-2ii) based on seniority.
- 13 5. Once there are no successful canvasses
- 14 in the section, or upon the completion
- 15 of two successful canvasses for the
- 16 subsequently created openings, the
- 17 remaining open position will be posted
- 18 Plant-Wide.
- 19

20 C. Plant-Wide Posting

- 21 a. Open positions shall be posted on
- 22 Wednesday and taken down the following
- 23 Monday, unless Monday is a holiday in
- 24 which case they will be taken down the next
- 25 recognized workday.
- 26 1. Employees will be considered and
- 27 positions awarded in the following
- 28 order based on seniority:
- 29 i. Employees who have been
- 30 displaced from the section within
- 31 the past 2 years at Company
- 32 request.

- 1 ii. Employees elsewhere in the plant
- 2 (i.e. including employees in the
- 3 section of the original opening).
- 4 iii. Probationary employees at the
- 5 Company's discretion.

- 6 2. If an employee bids on a job and it is
- 7 awarded to him, he must accept it.

8

9 D. Qualifications

- 10 a. In order to be awarded a job, an employee,
- 11 in addition to meeting the criteria of Article
- 12 10:
- 13 1. Must be licensed if any license is required
- 14 by Federal or State law or certified in
- 15 any certification program for that
- 16 classification has been established by
- 17 the Company;
- 18 2. Must be a regular, full-time employee;
- 19 3. Must not have been awarded, and then
- 20 rejected, one (1) job offer within the
- 21 last 120 calendar days;
- 22 4. Must be able to return to work with a full
- 23 release within thirty (30) calendar days
- 24 after selection if on medical leave,
- 25 unless the new job is within the
- 26 employee's current department; the
- 27 thirty (30) day restriction will be
- 28 waived for all bids made within a
- 29 section; and,
- 30 5. Has not worked at the posted job before
- 31 and been disqualified, unless the
- 32 circumstances have changed.
- 33
- 34
- 35
- 36
- 37
- 38

1 II. Procedures Following Successful Bid

- 2 A. The senior bidder shall be awarded the job.
- 3 B. The employee will be returned to his former
4 position if:
- 5
- 6 a. An employee successfully bids for a job and
7 cannot perform the job satisfactorily within
8 thirty (30) assigned working days, or
- 9 b. Within thirty (30) assigned working days,
10 the employee is not satisfied with the job. At
11 this time the employee will be frozen from
12 bidding for 120 calendar days.
- 13
- 14 C. In the event of A (a) or A (b) above, the opening
15 created will be filled from the original bid list
16 which shall remain active for thirty calendar days.
17 Any subsequent bidders have the right to refuse
18 the job.
- 19
- 20 D. Unless mutually agreed, transfer within a section
21 shall occur within seven (7) calendar days.
22 Transfers between sections shall occur within
23 thirty (30) calendar days.
- 24

25 III. Procedures Following an Unsuccessful Bid

- 26
- 27 A. In the event that a job is posted and there are no
28 successful bidders, the Company shall continue
29 to post the vacancy for a total of two (2) weeks.
- 30
- 31 B. In the event that a job is posted for two (2)
32 consecutive weeks as set forth in paragraph A
33 above and there are no successful bidders, the
34 least senior employee in the General Helper
35 Classification will be assigned to the opening.
- 36

1 Note: The least senior employee in the General
2 Helper Classification as set forth in paragraph B
3 shall fill the vacancy as if they had successfully
4 bid the opening.
5

6 IV. Temporary Job Openings
7

8 A. In the event an opening occurs within a section,
9 and the opening is expected to last sixty (60)
10 calendar days or less, the opening will be filled
11 on a day-to-day basis in the following order:

12 a. By overtime within the section as outlined in
13 Article 6.

14 b. Offering the upgrade to the most senior
15 employee in the next lower job classification
16 within the section of the opening with the
17 ability, qualifications, and physical fitness to
18 perform the job.

19 c. In the event that the most senior employee in
20 the next lower job classification within the
21 section refuses the upgrade per paragraph
22 (2) above, continue the canvassing within
23 that next lower job classification using
24 seniority of the employees with the ability,
25 qualifications, and physical fitness to
26 perform the job to fill the upgrade.

27 d. If no one in the next lower job classification
28 volunteers to accept the upgrade, the least
29 senior employee in that job classification
30 within the section having the ability,
31 qualifications, and physical fitness to
32 perform the job shall be forced into the
33 upgrade.

34 e. Subsequent vacancies shall be filled by
35 upgrading according to paragraphs (b)
36 through (d) above until the remaining

1 vacancy is in the lowest job classification
2 within the section.

3 f. Employees within the General Helper
4 Classification shall be offered the remaining
5 vacancy based on seniority.

6 g. If no one volunteers, the least senior
7 employee within the General Helper
8 Classification shall fill the opening.

9
10 Note: In the Potline section, employees
11 will be upgraded on the line and shift of
12 their current position.

13
14 B. Vacancies which will extend beyond sixty (60)
15 calendar days, the opening will be filled by
16 posting a temporary job using a normal job
17 posting procedure outlined in sections I through
18 III above.

19
20 a. The successful bidder has to fit into
21 overtime, seniority, and vacation scheduling
22 in the new section the same as any other
23 newcomer to the section.

24 b. The successful bidder will assume any
25 training necessary in order to satisfy those
26 duties traditionally performed by the worker
27 creating the vacancy.

28 c. Four (4) subsequent job openings will be
29 filled using the process outlined above. The
30 fifth subsequent opening will be filled by the
31 least senior employee in the General Helper
32 Classification.

33 d. Holders of those jobs identified as "Critical
34 Jobs" in Article 10, Section V, paragraph E
35 are not eligible to bid temporary jobs.

- 1 e. Holders of temporary jobs are not eligible to
- 2 bid into other temporary jobs, unless the
- 3 employee was forced into his current
- 4 temporary job.
- 5 f. Temporary jobs will last for a term not to
- 6 exceed two (2) years.

7
8 V. Area Job Bidding (Maintenance Fruit Basket)

- 9
- 10 A. Maintenance employees shall be allowed to bid
- 11 for area relocation and/or a different shift
- 12 annually. The Company has the right to change
- 13 the frequency and duration of the bid for specific
- 14 areas. The Company also has the right to change
- 15 the areas/shifts in the Maintenance Department.
- 16 In respect to the annual fruit basket procedure,
- 17 any changes to the specific areas/shifts shall be
- 18 finalized by October 1 of each year. The fruit
- 19 basket procedure will be completed by December
- 20 1 of each year and vacation scheduling will begin
- 21 as soon as the fruit basket procedure is completed.
- 22 B. In the event the Company changes or modifies
- 23 the areas and/or shifts from that of 2009, the
- 24 Company shall identify each area, each shift, the
- 25 particular crew size of each area and shift, the
- 26 number of floaters assigned in each area and shift,
- 27 a detailed description of the area responsibilities,
- 28 and a list of common job tasks that may be
- 29 expected from the mechanics or electricians
- 30 within that area. This information shall be mailed
- 31 to the Local Union President by October 2nd of
- 32 each year.
- 33 C. There shall be a white marker board with the jobs
- 34 available listed on this board. This board will be
- 35 stored in the Maintenance Control, where it can
- 36 be secured after hours. By utilizing the existing
- 37 area job bidding process, the Maintenance

1 employee with the most seniority shall be
2 awarded his choice of area and/or shift by placing
3 his name on the whiteboard in the job he desires.
4 After the employee with the most seniority has
5 been awarded his area/shift, the employee with
6 the next highest seniority shall be awarded his
7 area/shift by placing his name on the whiteboard
8 in the job that he desires and so on until all areas
9 and shifts are filled.

10 D. At no time will the area job bidding allow more
11 than ½ of the current crew to leave their area/shift.
12 If more than ½ of the current crew bids to leave
13 their area/shift, bids will be awarded by seniority
14 within the area/shift. The employees with the
15 least seniority will remain in the area/shift such
16 that no more than ½ of the area/shift is changed.
17 For Rectifier Operators and for Electrical
18 Technicians, three (3) years are required and
19 there shall be a limit of one (1) out per year on
20 Rectifier Operator and two (2) out per year on
21 Electrical Technician.

22 E. Maintenance Mechanics shall be allowed to bid
23 for area relocation and/or a different shift
24 including floater positions within the Mechanical
25 Maintenance Department annually.

26 F. Mechanical Maintenance area/shifts shall consist
27 of a minimum of eight (8) area/shifts.
28

29 G. Mechanical Maintenance Floaters
30 A maximum of four (4) floater positions shall be
31 defined for any individual area/shift with a
32 maximum of twelve (12) total floater positions
33 being defined for Maintenance Mechanical by
34 October 1st of each year.
35

1 Floaters will be defined as those employees
2 whose area and/or shift may be changed at the
3 sole discretion of the Company.
4

5 H. Electricians shall be allowed to bid for area
6 relocation and/or a different shift including
7 floater positions within the Electrical
8 Maintenance section annually.
9

10 I. Electrical Maintenance area/shifts shall consist of
11 a minimum of eight (8) area/shifts.
12

13 J. Electrical Maintenance Floaters
14 A maximum of four (4) floater positions shall be
15 defined for any individual area/shift with a
16 maximum of ten (10) total floater positions being
17 defined for Maintenance Electrical by October 1st
18 of each year.
19

20 Floaters will be defined as those employees
21 whose area and/or shift may be changed at the
22 sole discretion of the Company. Shift electricians
23 are required to maintain Type I and Type II
24 certification for proper refrigeration practices.
25

26 K. Rectifier Operators shall be allowed to bid for
27 different shifts annually.
28

29 L. Machinists shall be allowed to bid for different
30 shifts annually. (Swing and Day Shift).
31

32 M. Oilers shall be allowed to bid for different areas
33 annually.
34

35 Oilers areas consist of:
36 Casthouse/Air Control Potlines
37 Vacation Relief/Potlines Green Carbon
38 Fab Shop (evenings) Maintenance (nights)
39 River/Unloading

- 1 N. Maintenance Services (per past practice) shall be
2 allowed to bid for different shifts annually.
3 (Swing and Day Shift.)
4 O. Garage Mechanics shall be allowed to bid for
5 different shifts annually. (Swing and Day Shift)
6
7 P. Air Control Operators shall be allowed to bid for
8 different shifts annually.
9
10 Q. Stores shall have an annual fruit basket allowing
11 them to bid to a different shift annually.
12

13 **ARTICLE 12**
14 **ADJUSTMENTS OF GRIEVANCES &**
15 **NO STRIKE/NO LOCKOUT**
16

17 I. Purpose

18
19 The purpose of this article is to establish procedures
20 for the processing and settlement of grievances as
21 defined in Section II of this Article 12.
22

23 II. Definition of Grievance

24
25 "Grievance" as used in this Agreement is limited to a
26 matter which involves disputes concerning the
27 interpretation or application of, or compliance with,
28 the provisions of this Agreement. Claims relating to
29 benefits denials, other than claims relating to benefit
30 denials by the Steelworkers Pension Trust, "the
31 Trust", and the Steelworkers Health and Welfare
32 Fund, "the Fund", shall be processed through the
33 grievance procedure. Claims relating to benefit
34 denials by the Trust and the Fund shall be processed
35 through the applicable ERISA internal appeal
36 procedure.
37

38 III. No Strikes
39

1 During the term of this Agreement, neither the Union,
2 its officers, agents, representatives or members, nor
3 any employee will engage in, authorize, instigate, aid,
4 condone or ratify any work stoppage, strike, sympathy
5 strike, slow down or any other impeding of work for
6 any reason. In the event that any work stoppage,
7 strike, sympathy strike, slowdown, or any other
8 impeding of work occurs, the Union, within twelve
9 (12) hours of the request of the Company, shall
10 undertake reasonable steps in an effort to prevent or
11 terminate any such activity. Any employee or
12 employees who violate the provisions of this section
13 may be disciplined, up to and including discharge.
14 Any such discipline or discharge shall be for cause
15 and is subject to the grievance procedure and
16 arbitration procedure.
17

18 IV. No Lockout

19
20 The Company and its officers, agents and
21 representatives will not during the term of this
22 Agreement engage in any lockout of employees.
23

24 V. Procedures for Grievances

25
26 A. Should any grievance arise, there shall be no
27 suspension of work on account thereof, but
28 earnest effort shall be made to settle it promptly
29 in the manner set forth below. Grievances must
30 be reduced to writing before processing to the
31 Second Step upon forms furnished by the Union.
32 The procedure shall be as follows:
33

34 FIRST: The oral grievance shall be presented to
35 the supervisor within three (3) working days of
36 the aggrieved employee after the occurrence of
37 the matter which is the subject of the grievance,
38 or after the employee reasonably should have
39 been aware of the occurrence, whichever is later.

1 Grievances may be presented to the supervisor
2 during working hours when such grievances
3 concern matters requiring immediate resolution.
4 The grievance shall be discussed among the
5 aggrieved employee, a Union representative, if
6 the employee so desires, and the supervisor. The
7 supervisor shall either grant or reject the
8 grievance within three (3) working days after it
9 has been presented to him and shall provide oral
10 notice of his decision to a Union Representative
11 during this period.

12
13 SECOND: If the dispute is not settled at the first
14 step, a written grievance may be referred to the
15 employee's Department Head within five (5)
16 working days after receipt of the supervisor's
17 answer. Within fourteen (14) calendar days
18 following the service of the written second step
19 grievance on the department head, the grievance
20 shall be discussed among the aggrieved
21 employee, a Union representative, and the
22 employee's Department Head or his designee.
23 The employee's Department Head shall give a
24 written answer to the grievance within five (5)
25 working days following such meeting.

26
27 Upon request by the Union, the Company shall
28 supply such relevant information as required by
29 law for the purpose of processing grievances.
30 This information shall be provided to the Union
31 within a reasonable period before the scheduled
32 Third Step meeting, unless the parties mutually
33 agree otherwise. If the parties agree to extend the
34 period above, then the Union retains the right to
35 place the grievance in abeyance until the next
36 scheduled Third Step meeting or seven (7)
37 calendar days, whichever is longer.
38

1 THIRD: If the dispute is not settled at the second
2 step, the grievance may be appealed within seven
3 (7) working days after receipt of the written
4 answer of the employee's Department Head.
5 Within fourteen days after a grievance is
6 appealed to the third step, the parties will
7 establish a date for the third step grievance
8 meeting. The Company shall designate an
9 employee to be its representative in the third step.
10 The aggrieved employee, a representative of the
11 Local Union, the grievance person from the
12 Department, and the International Representative
13 of the Union shall meet with the Company's
14 representative. The Company's designated
15 representative shall give a written answer to the
16 grievance within seven (7) working days
17 following such meeting.

18
19 B. If the dispute is not settled at the third step, the
20 grievance may be appealed to arbitration as
21 provided below, provided notice of appeal to
22 arbitration is served within thirty (30) calendar
23 days of receipt of the Company representative's
24 written answer.

25
26 C. Either party may request a reasonable extension
27 of the time limits referred to in this Article. In
28 the event that either party fails to undertake an
29 action within the time limits set forth above, such
30 failure shall not operate as a default, provided
31 such party, after being notified in writing of such
32 failure, undertakes the action within seven (7)
33 days of the receipt of such written notification.

34
35 D. Both parties understand that the Union retains the
36 right to settle and withdraw grievances as it sees
37 fit, as well as to hold grievances in abeyance
38 when mutually agreed upon.
39

1 VI. Arbitration

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- A. The Company and Union have agreed to a panel of five (5) impartial arbitrators. Selection of an arbitrator for a particular grievance or grievances shall be from this five-member panel and in a manner mutually agreed upon by the parties. Arbitrators selected to serve on such panel may be changed from time to time by mutual agreement of the Company and the Union.

- B. The Company agrees that it shall not subpoena or call as a witness in arbitration proceedings any employee from any bargaining unit of the Company. The Union agrees that it shall not subpoena or call as a witness in such proceedings any non-bargaining unit employee of the Company.

- C. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement, memoranda, supplements, etc., insofar as shall be necessary to the determination of grievances appealed to the arbitrator. The arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement, memoranda, supplements, etc. In all cases the arbitrator's decision shall be final and binding. No arbitrator shall be selected in a discharge case unless he agrees in advance to render a decision within forty-five (45) calendar days of the close of the record. For cases other than discharge, the arbitrator shall provide a decision within ninety (90) calendar days from the close of the record. This period may be increased with mutual consent from the parties.

- 1 D. In the event that an arbitrator fails to render his
2 decision within the timeframe set forth in
3 paragraph C, the parties shall draft a joint letter to
4 the arbitrator requesting such decision. The
5 expense and salary incident to the services of the
6 arbitrator shall be shared equally by the Company
7 and the Union.
8
- 9 E. Briefs shall be submitted in the course of
10 arbitration only if requested by the arbitrator or
11 by mutual agreement of the Company and the
12 Union, except in grievances involving discharge
13 of an employee(s), in which case, either party
14 may submit a brief without consent of the other.
15
- 16 F. In the event a transcript is requested by the
17 arbitrator, or the Company elects to have one, the
18 Company will pay the expense of the court
19 reporter, and the Union will pay only the cost of
20 their copy of the transcript if they request one.
21
- 22 G. Steps 1, 2, and 3, or any of them, may be waived
23 by agreement of the parties hereto. During each
24 step of the grievance procedure, the Union and
25 the Company shall disclose the pertinent facts
26 and information relied upon. Copies of such
27 information or materials shall be made available.
28
- 29 H. If an employee is given a written discipline,
30 written notice of such discipline shall be given to
31 the employee. The written notice shall include a
32 statement of his right to grieve the discipline and
33 to have Union representation. Records of
34 previous disciplinary action more than one year
35 old shall be void and not used for any purpose.
36
- 37 I. In the event an employee dies, the Union may
38 continue to process or initiate on behalf of his
39 legal heirs any grievance claim filed prior to or

1 after the death, if such claim would result in a
2 monetary award under any provision of this
3 Agreement.
4

- 5 J. Any payment required under a grievance
6 settlement or arbitration award shall be made
7 within thirty (30) days from such settlement or
8 receipt of such award. No deduction from such
9 payment shall be made for governmental
10 assistance, welfare or private charity assistance
11 received by the grievant during the period
12 covered by such payment. Interest at the current
13 prime rate shall be added to back pay awards
14 decreed by an arbitrator which are not paid within
15 30 days of the receipt of the arbitration award.
16 Interest will begin to accrue on the 31st day
17 unless the parties agree to extend that time in
18 order to assemble the necessary data to compute
19 the back pay award. If it is necessary to obtain a
20 clarification of the arbitrator's decree in order to
21 determine the amount of back pay, the thirty-day
22 period will begin to run when the clarification of
23 the award is received.
24

25 VII. Expedited Arbitration Procedure
26

- 27 A. The parties agree to the following rules of
28 procedure for expedited arbitration.
29

30 B. Panel of Arbitrators
31

- 32 (1) The panel of arbitrators has been established
33 by the headquarters representatives of each
34 party.
35
36 (2) The panel shall be kept current, as the need
37 arises, by the headquarters representatives of
38 the parties.
39

- 1 C. Liaison with Parties
2
3 (1) Union Coordinator
4 Collective Bargaining Services Department
5 United Steelworkers
6 AFL-CIO-CLC
7 Five Gateway Center
8 Pittsburgh, Pennsylvania 15222
9
10 (2) Labor Relations Representative
11 1627 State Route 271 North
12 Hawesville, KY 42348
13
14 D. General problems dealing with the Expedited
15 Arbitration Procedure to be discussed with parties
16 are to be directed to the offices of:
17
18 (1) Robert A. Pierson, Staff Representative
19 United Steelworkers
20 District 8
21 2441 Mayfair Drive
22 Owensboro, KY 42301
23
24 (2) Labor Relations Representative
25 1627 State Route 271 North
26 Hawesville, KY 42348
27
28 E. Specific problems relating to specific grievances
29 or hearings shall be directed to:
30
31 (1) USW Local #9423 President
32 United Steelworkers
33 P.O. Box 448
34 Lewisport, KY 42351
35
36 (2) Labor Relations Representative
37 1627 State Route 271 North
38 Hawesville, KY 42348
39

1 VIII. Expedited Grievances

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(1) Where grievances concerning written warnings and/or disciplinary suspensions of less than five (5) days and alleged violations of Article 15 are to be arbitrated, they shall be arbitrated in the Expedited Arbitration Procedure unless the 3rd Step representatives of both parties agree to refer such grievance to regular arbitration through regular procedures.

(2) Any grievance appealed to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity. Matters involving discharge or discipline in excess of five (5) days shall not be handled in expedited arbitration.

A. Hearings

The hearing shall be conducted in accordance with the following:

- (1) The hearing shall be informal.
- (2) No briefs shall be filed or transcripts made.
- (3) There shall be no formal evidence rules.
- (4) The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.

1 (5) If the arbitrator or the parties conclude at the
2 hearing that the issues involved are of such
3 complexity or significance as to require
4 further consideration by the parties, the case
5 shall be referred to the third step and it shall
6 be processed as though appealed on such
7 date.

8
9 B. Decisions

10 (1) Decisions shall be mailed to the designated
11 parties not later than 48 hours after the close
12 of the hearing (excluding Saturdays,
13 Sundays, and holidays). In no case will
14 decisions be given or sent to only one of the
15 parties. Decisions shall be mailed to all of
16 the parties at the same time. The decision
17 shall be based on the record developed by
18 the parties before and at the hearing and
19 shall include a brief written explanation of
20 the basis for its conclusion.

21
22 (2) Decisions will not be cited as a precedent in
23 any discussion of grievances or at any step
24 of the grievance procedure or in subsequent
25 arbitration.

26
27 (3) The authority of the arbitrator shall be the
28 same as those provided in Section VI C of
29 this Article.

30
31 (4) The decisions in expedited arbitration shall
32 be consistent with the decisions issued by
33 impartial arbitrators through the regular
34 arbitration procedure.

35
36
37 IX. Fees to Arbitrator for Services and Expenses
38

1 A. The arbitrator shall be paid on the basis of per
2 hearing day which shall also include his written
3 decision on cases heard in such hearing day. A
4 normal hearing day shall be from 9:30 a.m. to
5 12:30 p.m. and 1:30 p.m. to 4:30 p.m.

6
7 B. The expense and salary incident to the services of
8 the arbitrator shall be shared equally by the
9 Company and the Union.

10
11 X. Grievance Committee and Stewards

12 A. There shall be a Grievance Committee which
13 shall consist of:

- 14
15 (1) The Local Union President as Chairman
16 (2) The Local Union Vice President as Co-
17 Chairman
18 (3) One potline employee
19 (4) One reduction services employee
20 (5) One casting employee
21 (6) One carbon plant employee
22 (7) One maintenance employee
23 (8) The Local Union Recording Secretary

24
25 B. The Union will appoint one shop steward and one
26 alternate per shift from and for each of the
27 following areas:
28 shift maintenance
29 casting
30 rodding
31 potlines
32 carbon plants
33 river/cell lining

34
35 C. The Union will appoint one shop steward and one
36 alternate from and for each of the following
37 areas:
38 electrical

1 general maintenance
2 maintenance

3
4 D. The Union will provide the Company with a
5 written list of all Grievance Committee members,
6 stewards and alternates and will provide the
7 Company with timely written notice of any
8 changes.

9
10 E. If there is a significant change in the number of
11 employees in any area, the Company and the
12 Union have the right to renegotiate the number of
13 stewards and the areas in which they will be
14 selected.

15
16 **ARTICLE 13**

17 **DISCHARGE CASES AND DISCIPLINE**

18
19 I. Discharge Cases

20
21 A. In the exercise of its rights under Article 14, the
22 Company agrees that no employee shall be
23 peremptorily discharged from and after the date
24 hereof, and in all instances in which the
25 Company may conclude that an employee's
26 conduct justifies discharge, he first shall be
27 suspended. Such suspension, shall be for not
28 more than five (5) calendar days. During this
29 period of initial suspension, the employee, if he
30 believes that he has been unjustly dealt with,
31 shall request a hearing and a statement of the
32 offense before the Department Head or his
33 designated representative, with his grievance
34 representative and/or Chair of the Grievance
35 Committee present. At such hearing the facts
36 concerning the case shall be made available to
37 both parties. After such hearing the Company
38 may conclude whether the suspension shall be
39 converted into discharge, or, dependent upon the

1 facts of the case, that such suspension be
2 affirmed, extended, or revoked. If the suspension
3 is revoked, the employee shall be returned to
4 employment and receive full compensation for
5 earnings lost, but in the event a disposition shall
6 result in the affirmation or extension of the
7 suspension or discharge of the employee, the
8 employee may within five (5) calendar days file a
9 grievance in Step 2, which shall be deemed to
10 have been appealed to Step 3 of the grievance
11 procedure under Section V. A. of Article 12 and
12 the Step 3 meeting shall be held and a decision
13 made within five (5) calendar days from the date
14 of filing of such grievance. Should it be
15 determined by the Company, or by an arbitrator
16 in accordance with Section VI of Article 12, that
17 the employee has been discharged or suspended
18 without just cause, the Company shall reinstate
19 the employee and pay full compensation for
20 earnings lost.

21
22 B. Notwithstanding the foregoing, the Company and
23 the Union may agree to a compromise settlement
24 of a discharge case in the event it is shown that
25 the employee was partially at fault, or an
26 arbitrator may in such a case modify the
27 disciplinary action.

28
29 II. Suspension

30
31 A. In recognition of the desirability of Union
32 representation for an employee being suspended,
33 the Company will provide representation by first
34 contacting the Department Grievance
35 Committeeman or in the Department Grievance
36 Committeeman's absence, a Union official so
37 designated by the Union. Such contact will take
38 place prior to the suspended employee leaving

1 the Plant, although both parties accept the fact
2 that the above procedure is not always possible.

3
4 B. The Company will provide the employee being
5 suspended, prior to the employee's leaving the
6 Plant, written notification of the suspension and
7 the reasons therefor.

8
9 C. Disciplinary suspensions shall not commence
10 during an employee's shift unless, in the opinion
11 of the Company, the immediate suspension of the
12 employee is in the best interests of safety or good
13 order. No such suspension shall be issued until a
14 Union representative has first been notified.

15
16 D. With respect to the matter of escorting suspended
17 employees out of the Plant by members of Plant
18 Protection, the Company will provide such
19 services only in those instances where it
20 anticipates undesirable reactions.

21
22 E. The sole intent and purpose of this Section is to
23 provide an employee with proper knowledge and
24 representation, and nothing contained herein is
25 designed to change or delete any of the
26 provisions of the Agreement.

27
28 III. Justice and Dignity on the Job

29
30 A. Disciplinary suspensions of less than five (5)
31 days for absenteeism or tardiness shall be
32 administrative in nature and shall not result in the
33 affected employee being removed from active
34 work without pay prior to a final determination of
35 the merits of the suspension in accordance with
36 the Agreement. Disciplinary action of this
37 nature will become a part of the employee's
38 personnel record and may be considered when
39 determining future disciplinary action for the

1 employee. The parties agree that the
2 administrative nature of this discipline does not
3 minimize the impact of the disciplinary action or
4 the need for correction of employee conduct. It
5 shall be no defense or excuse in any future
6 disciplinary action for the affected employee or
7 the Union to maintain in any arbitration
8 proceeding that he did not understand the severity
9 of any discipline issued hereunder.

10
11 B. In recognition of the difficulties imposed upon
12 the Company through failure of employees to
13 comply with working schedules, an employee
14 reporting late for, or absenting himself from work
15 without just cause, may be disciplined by the
16 Company, subject to the provisions of this
17 Agreement. Any such discipline shall be issued
18 to the employee within fourteen (14) calendar
19 days, excluding vacation days or other scheduled
20 days on which the employee is absent, unless
21 otherwise agreed locally. Employees shall,
22 wherever possible, give prior notice to the
23 Company whenever they either report late or
24 absent themselves from work.

25
26 C. The Company shall administer discipline on
27 Company premises. This discipline shall be
28 levied in the presence of the alleged violator, the
29 supervisor, and the employee's Union
30 representative if the employee so chooses.

31
32 IV. Definition of Just Cause

33
34 For the purposes of this article "just cause" shall have
35 the meaning ascribed to it in Enterprise Wire Co. 46
36 LA 359 (1966) (C. Daugherty, Arb.) and its progeny.
37
38

1 **ARTICLE 14**
2 **MANAGEMENT RIGHTS**

3 The Company reserves and retains, solely and
4 exclusively, all of its inherent rights to manage the
5 business and the Plant, provided this will not be used
6 for purposes of discrimination against any employee
7 for Union activity. The right to manage the business
8 and the Plant, and to direct the working forces include:
9 the right to hire, assign, suspend or discharge for just
10 cause; to transfer; to determine the complement of
11 employees needed or assigned to perform any
12 particular function, in the exercise of which right the
13 Company shall first meet with the Union and bargain
14 concerning any proposed change and may implement
15 after reaching impasse; to relieve employees from
16 duty because of lack of work or for other legitimate
17 reasons; to make and enforce reasonable rules for the
18 maintenance of discipline; and to take such measures
19 as Management may determine to be necessary for the
20 orderly, safe and efficient conduct of the business. In
21 exercising its rights under this Article, the Company
22 shall observe the terms of this Agreement.

23 **ARTICLE 15**
24 **SUPERVISORS**

25
26 I. Work By Supervisors

27
28 A. Supervisors shall not perform work on a job
29 normally performed by an employee in the
30 Bargaining Unit; provided, however, this
31 provision shall not be construed to prohibit
32 supervisors from performing the following types
33 of work:

- 1 (1) Experimental, development, and other
2 research work;
3
4 (2) Demonstration work performed for the
5 purpose of instructing and training
6 employees;
7
8 (3) Work required by emergency conditions
9 which are unforeseen circumstances that call
10 for immediate action to prevent injury to
11 personnel, damage to equipment, or loss of
12 material; and
13
14 (4) Work which is negligible in amount, and
15 which also, under the circumstances then
16 existing, it would be unreasonable to assign
17 to a Bargaining Unit employee.

18
19 In the case of supervisor work described in
20 paragraph I A. (1) and (2) above,
21 Supervisors shall inform the shift steward, if
22 he is present, prior to performing the work.
23 In cases where the shift steward is not
24 present at the place and time where the work
25 is to be performed, or in the case of an
26 emergency under paragraph I A (3) above,
27 Supervisors shall inform the steward before
28 the end of the work shift that the work
29 originated.
30

- 31 B. Work which is incidental to supervisory duties on
32 a job normally performed by a supervisor, even
33 though similar to duties found in jobs in the
34 Bargaining Unit, shall not be affected by this
35 Article.
36
37 C. For the purposes of this Article, the term
38 "supervisor" shall include other non-bargaining
39 unit employees of the Company.

1 II. Dual Supervision

2
3 A. It is recognized by the parties that circumstances
4 wherein employees receive conflicting orders
5 should not exist. It is mutually agreed that an
6 employee is obligated to take orders from one
7 supervisor at a time and will not be held
8 responsible for contradictory orders because of
9 dual or multiple action in the direction of the
10 working force by Management. The employee
11 will be held responsible for only the last order
12 received. Therefore, supervision will make every
13 effort to cooperate toward the end result of
14 minimizing conflicting instructions and will
15 contact the supervisor who issued the prior orders
16 if at all possible in order to minimize this
17 problem.

18
19 B. The Company shall be responsible for notifying
20 employees of any and all changes in supervision,
21 which includes initial assignment or any
22 assignment during the shift.

23
24 **ARTICLE 16**
25 **SAFETY AND HEALTH**

26
27 I. Safety and Health Procedures

28
29 The Company and the Union will continue to
30 cooperate toward eliminating safety and health
31 hazards and will continue to encourage employees to
32 use the procedures stated herein in reaching this
33 objective.

34
35 The Company, in accordance with applicable Federal
36 and State laws shall furnish to each employee,
37 employment free from recognized hazards that are
38 causing or are likely to cause death or serious physical
39 harm. Further, the Company shall comply with

1 Occupational Safety and Health Standards
2 promulgated under any such laws. All employees will
3 be required to perform their jobs in the safest manner
4 prescribed, encouraged to report workplace hazards,
5 make suggestions for their control and cooperate
6 toward the overall success of the safety program.
7 Hazards will be corrected as soon as practical. If a
8 hazard cannot be corrected before the job is to
9 commence, appropriate steps will be taken to
10 significantly reduce any hazard to the extent
11 practicable. Employees also recognize their
12 responsibility to perform their duties in a safe manner.
13

14 It is intended that the International Union, Local
15 Union, Union safety committees and its officers,
16 employees, and agents shall not be liable for any
17 work-connected injuries, disabilities, or diseases
18 which may be incurred by employees. In this Article,
19 the Union through its various representatives,
20 committees, officers, employees, and agents has been
21 accorded participation relating to employee safety and
22 health; however, it is not the intention of the parties
23 that these provisions shall in any way diminish the
24 Company's exclusive responsibility.
25

26 Further, it is clearly understood by the parties that this
27 Article shall not be used for the purposes of concerted
28 activity or to avoid unpleasant working conditions
29 inherent in any particular operation, and nothing
30 contained in this Article shall abridge the rights of the
31 Company under Articles 12 and 14 of this Agreement.
32

33 II. Joint Safety and Health Committee

34

35 A joint safety and health committee to consist of seven
36 (7) Local Union members (this number can be
37 increased by mutual agreement) chosen by the Local
38 Union President and such Company members as are
39 designated by the Company will function at the Plant,

1 meet monthly, and shall concern itself with the items
2 outlined below:

- 3
4 A. The Company and the Union representatives of
5 the Committee shall cooperate and work together
6 in considering the practices and rules relating to
7 safety and health.
8
9 B. Suggest appropriate changes to existing practices
10 and rules and recommend adopting of such
11 changes.
12
13 C. Review and develop data which will be useful in
14 identifying accident sources and injury trends and
15 which identify health hazards.

16
17 A Company member of the committee shall maintain
18 minutes of its activities. Minutes will be mailed to the
19 Union Safety Chairman within fifteen (15) days of the
20 meeting. Amendment to the minutes must be
21 provided to the Company Co-chairman in writing
22 within five (5) working days upon receipt of the draft,
23 otherwise, the minutes will be published as written.
24

25 Each party shall designate a Co-Chairman. It shall be
26 the joint responsibility of the Committee Co-Chairmen
27 or their designees to:

- 28
29 A. Investigate accidents and safety and health
30 hazards, whether they result in injury or not,
31 excluding non occupational injuries and illnesses.
32 The Co-Chairmen shall develop guidelines for
33 investigating such incidents. The results of such
34 investigations will be reported in writing at the
35 next full committee meeting.
36
37 B. Jointly inspect work areas they deem appropriate
38 for inspection and report the results of such

1 monthly inspection to the full committee at its
2 next meeting.

- 3
4 C. Accompany State and/or Federal Safety and
5 Health and Environmental officials who are on
6 the Plant site to investigate employee complaints
7 relating to employee safety and health.
8

9 A reasonable number of Union members of the Joint
10 Safety and Health Committee shall have access to all
11 places in or about the Plant or property of the
12 Company at reasonable times to investigate safety and
13 health conditions, provided reasonable notice has been
14 given to the department head to be visited or his
15 designated representative. Each such Union member
16 of the Joint Safety and Health Committee shall upon
17 reasonable notice to this immediate supervisor, be
18 afforded such time off without pay as may be required
19 for the purposes of making such inspections and
20 performing other duties provided for in this Article.
21 The Director of the International Union Safety, Health
22 and Environment Department, or his designee, may
23 arrange to make a Plant visitation by making
24 arrangements with the Union President who may
25 contact the Company Safety and Health Manager.
26

27 At every third monthly meeting the Committee shall
28 review its activities conducted during the previous
29 period. The International Union staff representative
30 servicing the location may attend and participate in
31 this meeting.
32

33 The Joint Health and Safety Committee will be
34 provided Company personnel contacts for both
35 environmental and industrial hygiene matters which
36 may be used as a technical and advisory resource in
37 the area of ventilation, temperature control, fumes,
38 smoke, toxic substances, flammable materials,
39 chemicals, solvents, and compounds.

1 Specifically, these environmental and industrial
2 hygiene contacts are available to the Joint Safety and
3 Health Committee in matters pertaining to acceptable
4 health levels and techniques of monitoring
5 environmental control. It is also expected that the
6 Committee will have occasion to communicate with
7 individual employees and groups of employees
8 concerning implementation of applicable safety and
9 health laws and standards. Any unresolved issues
10 under this Article may be entered at the third step of
11 the grievance procedure.
12

13 III. Dispute Resolution Procedure

14
15 A. An employee who believes that there exists an
16 unsafe condition beyond the normal hazards
17 inherent in the operation, which involves an
18 immediate danger of injury to his person, may
19 request an immediate meeting with his supervisor.
20 The supervisor shall investigate to determine
21 whether or not such conditions do exist.
22

23 1. If the supervisor determines that such
24 imminently hazardous conditions do not
25 exist and the employee still believes that
26 such conditions do exist, the matters shall be
27 reduced to writing by the employee on
28 forms provided by the Company and the
29 employee may then request that the
30 Company Safety and Health Manager and
31 the Chairman of the Union Safety
32 Committee, or their designated
33 representatives, confer immediately on the
34 subject. The employee will then be assigned
35 other work in his classification or another
36 classification as appropriate, or substitute
37 work if available. Upon conferring the
38 parties must first decide if an immediate
39 danger of physical injury exists. If the

1 parties agree that no such danger of
2 immediate physical injury exists, the
3 employee shall perform the work.
4

- 5 2. If upon conferring the Safety and Health
6 Manager and the Chairman of the Union
7 Safety Committee, or their designees, cannot
8 agree if an immediate danger of physical
9 injury exists, the work shall be performed by
10 the employee. If the employee believes that
11 there still exists an immediate danger of
12 physical injury to his person, he will be
13 assigned other work in his classification or
14 offered work in another classification as
15 appropriate, substitute work, if available, or
16 he will be sent home. Nothing contained in
17 this Article shall preclude the Company
18 from assigning another employee to the job
19 in question after he is advised by
20 supervision that an unsafe condition has
21 been alleged. No employee, other than
22 communicating the facts relating to the
23 safety of the job, shall take any steps to
24 prevent the assigned employee from
25 working on the job.
26

- 27 3. If the Company Safety and Health Manager
28 and the Chairman of the Union Safety
29 Committee, or their designee, are in dispute,
30 the matter shall be submitted immediately to
31 the Company Safety Director and
32 Headquarters Representative of the
33 International Union's Health, Safety and
34 Environment Department, who if they
35 cannot resolve the dispute, shall
36 immediately submit the matter to an
37 arbitrator who has been agreed upon in
38 advance, whose decision shall be final and
39 binding, and whose expenses, if any, shall

1 be shared equally by the Company and the
2 Union. The arbitrator in his discretion shall
3 have the power to conduct a hearing, or
4 other investigation of the facts, necessary to
5 render his opinion. While the case is
6 awaiting decision, the work in question may
7 be performed by supervisors or outside
8 contractors.

9
10 4. In all cases under the above procedure the
11 disposition of the complaint shall be reduced
12 to writing on the forms provided for that
13 purpose.

14
15 5. If the employee is sent home and it is later
16 decided in accordance with the above
17 procedure that such conditions did not exist,
18 the Company may exercise its rights under
19 Articles 12, 13 and 14 of the Agreement. If,
20 on the other hand, the employee is sent
21 home and it is later decided in accordance
22 with the above procedure that such
23 conditions did exist, the employee shall be
24 entitled to recover the pay for the lost time.

25
26 In providing the procedures outlined above, the parties
27 agree to guard against the misapplication of this
28 procedure by those seeking to use it for purposes not
29 related to safety or health and/or by the misapplication
30 of the immediate danger provisions described above.
31 It is, therefore, the continuing responsibility of all
32 employees, as well as all Company and Union
33 representatives, to make certain that the provisions of
34 this Article 16 III are applied solely for, and in the
35 manner intended herein. If the Company believes that
36 this Article 16 III procedure is being abused under this
37 Agreement, use of this Section in the area of believed
38 abuse may be suspended until the Designated
39 Company and Union Officials have an opportunity to

1 review such abuse and take necessary corrective
2 action. Such suspension of this Section shall not be
3 implemented during the processing of a grievance as
4 provided in this Article 16 III.
5

6 B. An employee alleging an unsafe working
7 condition beyond the hazards inherent in the
8 particular operation, which does not pose an
9 immediate danger of injury to his person, should
10 file a grievance in Step 2 of the grievance
11 procedure rather than use the Article 16 III A
12 procedure above. It is understood and agreed that
13 if the grievance is filed on an unsafe working
14 condition; such grievance shall receive preferred
15 handling and shall be expedited through the
16 grievance procedure. The Department Head shall
17 meet with the Chairman of the Local Union
18 Safety Committee in Step 2 and if they cannot
19 resolve the issue, it will be appealed to the
20 Company Safety and Health Manager, and the
21 Chairman of the Local Union Safety Committee.
22 This in not intended to diminish the Local Union
23 Safety Committee Chairman or designee from
24 inviting a limited number of other bargaining unit
25 employees to such grievance meeting.
26

27 IV. Safety Shoe Allowance 28

29 The Company shall provide to employees, at the
30 expense of the Company, safety boots as required due
31 to the employee's job placement. The Company shall
32 provide replacement safety boots, at the expense of the
33 Company, due to new job placement that requires
34 different boot requirements, damage or wear, medical
35 necessity, or upon establishing new requirements. The
36 type of boots and the selection shall be as determined
37 by the Company, after seeking input from the Joint
38 Safety Committee.
39

1 V. Rate Retention

2 When an employee is temporarily reassigned from his
3 job because of a Company medical determination
4 establishing that exposure to a toxic substance
5 involved in such job has adversely and temporarily
6 affected his health, he shall retain his regular rate of
7 pay for a period of not more than sixty (60) calendar
8 days while working on any other Company assigned
9 job. The local parties may mutually agree to an
10 extension of the rate retention period.

11
12 VI. Safety Equipment

13
14 A. Protective Devices and Wearing Apparel

15
16 The Company shall provide protective devices,
17 wearing apparel (excluding safety shoes) and
18 other equipment that is necessarily and
19 customarily provided in the industry to protect
20 employees from industrial illness and/or injury.
21 Employees shall utilize such protective
22 equipment and apparel when necessary to prevent
23 industrial illness and/or injury. The Management
24 and Local Union Co-chairmen of the Joint Safety
25 and Health Committee shall confer and resolve
26 any safety and health problems associated with
27 personal apparel provided by the Company. The
28 Company will continue to maintain adequate
29 first-aid coverage and other medical services.

30
31 B. Safety Shoe Purchase:

32
33 1. The Company shall maintain an inventory of
34 a single style of safety shoes for employee
35 purchase in the event of an emergency.

36
37 C. Gloves:

38

- 1 1. The Company will make available adequate
2 gloves or hand protection under the same
3 conditions as in the past.
4
- 5 2. The Company will make the determination
6 as to what type of gloves or hand protection
7 will be made available in each department
8 and/or in a specific job with consultation of
9 the appropriate members of the Joint Safety
10 and Health Committee.
11
- 12 3. It is understood that the employee shall be
13 required to turn in the worn out or unusable
14 gloves or hand protection before a
15 replacement in kind will be issued.
16

17 D. Prescription Safety Glasses:

- 18 1. The employee will be responsible for the
19 cost of all prescriptions (including
20 professional fees) for safety glasses. The
21 Company shall pay the dispensing fee,
22 including the cost of fittings.
23
- 24 2. The cost of the original pair will be paid by
25 the Company as well as the cost of
26 replacement of prescription lenses when
27 required by changes in vision. The cost
28 incurred for replacement of lenses due to
29 vision change will be paid not more
30 frequently than once every year.
31
- 32 3. Replacement of safety glasses will be made
33 without cost when damage occurs within the
34 course of employment. When damage or
35 loss occurs due to employee negligence,
36 replacement cannot be covered, and the total
37 cost of replacement will be charged to the
38 employee.
39

- 1 4. Certification of how damage occurred,
2 signed by the employee's supervisor, must
3 be presented along with the damaged glasses
4 at the time replacement is requested.
- 5 5. The cost of replacement of prescription
6 lenses when required by changes in vision
7 will be split 50-50 between the employee
8 and the Company, when the vision change is
9 more frequent than once per year.
- 10
- 11 6. When employees place an order through the
12 Company for replacement safety glasses and
13 are required to wear personal glasses while
14 awaiting delivery of the replacement safety
15 glasses, and such replacement takes over six
16 (6) weeks from the date of order, the
17 Company will be responsible for any
18 damage to the employee's personal glasses
19 occurring after the six (6) week date.

20

21 E. Damaged or Destroyed Clothing:

22

- 23 1. The practice to be followed for the
24 replacement of an employee's clothing,
25 damaged or destroyed due to unusual
26 circumstances occurring during the
27 performance of the employee's job, has been,
28 and will continue to be, that each case will
29 be judged on its own merits.
- 30

31 F. Outside Wearing Apparel:

32

- 33 1. The Company recognizes that during
34 inclement weather any employee who is not
35 normally required to work outside will be
36 furnished with proper rainwear to protect the
37 employee from the elements.
- 38

39 VII. Medical Department Procedures

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A. Industrial Injuries and Illnesses

1. When an employee receives an industrial injury or becomes ill which, in the opinion of the Company Medical Department, needs the immediate attention of a physician, the Company will continue to assume the responsibility to transport the employee immediately to a hospital or a physician, whichever is necessary.
2. The Company Medical Department will schedule employees for re-dressings and re-examinations in cases of industrial injuries on their regularly scheduled shifts. It is understood, however, that employees so injured may elect to receive such treatment on their own time other than their regularly scheduled shift.
3. From time to time, the Company's Medical Department will advise employees that they should be examined or receive further treatment during their regular days off. It is understood that as this situation occurs, the employees may elect to receive such treatment on their own time at the Company's Medical Department or from their personal physician. It is further understood that the cost of treatment by the employee's personal physician will not be paid for directly by the Company.
4. When employees are required to have a medical release for work, they shall present a release from their personal physician for approval by the Company's Medical Department. It is agreed that the purpose of

1 this understanding is to expedite the
2 employee's return to work when a
3 professional physician is not available in the
4 Company's Medical Department. It is
5 understood that the Company's Medical
6 Department will evaluate the employee's
7 physical and mental fitness when and as
8 necessary.
9

10 5. Unless unusual circumstances regarding an
11 employee's physical condition are evident,
12 the Company's Medical Department will
13 make every reasonable effort when a
14 Company designated physician is not
15 present in the Medical Department, to give
16 the employee a temporary clearance for
17 work with the understanding that the
18 employee may be required to report to the
19 Medical Department as scheduled to obtain
20 final clearance from the Company
21 designated physician.
22

23 6. It is further understood that when employees
24 are absent for other than nominal periods of
25 time, they will keep the Company Medical
26 Department advised in advance of their
27 intended time of return, the name of their
28 attending physician, and the reason for
29 absence and any conditions of their return.
30

31 7. The Company may make reasonable inquiry
32 regarding the status of an employee's
33 medical condition as it relates to the
34 employee's fitness and timing to return to
35 work. Such inquiry may be made directly to
36 the employee's treating health care
37 professionals and/or the Company may
38 require the employee to be examined by the
39 Company designated doctor at the

1 Company's expense so that such an
2 assessment may be made.

- 3
- 4 8. When an employee reports to the
5 Company's Medical Department during day
6 shift with a return to work slip from his
7 personal physician authorizing return to full
8 employment, and is held in the Medical
9 Department as a result of the Company
10 requiring the employee to see the Company
11 designated doctor, and subsequently returns
12 to work on that same shift, the Company
13 will reimburse the employee for the time on
14 that shift which the Company caused the
15 employee to miss as a result of his being in
16 the Medical Department. The employee
17 should report to the Medical Department
18 sufficiently in advance of the start of the day
19 shift so as to permit examination by the
20 Company designated doctor prior to the shift
21 starting time under ordinary circumstances.

22 B. Pay for Injury on the Job

- 23
- 24 1. Any employee suffering an injury on the job
25 arising out of his work, which in the opinion
26 of the Company's medical professional or
27 the Company designated doctor renders him
28 unable to continue work, shall receive pay at
29 the rate either straight time or overtime, that
30 he was being paid at the time of the injury
31 for the balance of the shift on which the
32 injury occurred. If the employee is sent to
33 the plant Medical Department or to a non-
34 plant medical facility without being
35 admitted and is required to remain at the
36 medical department or facility for medical
37 examination or treatment beyond the end of

1 the shift upon which he was injured, such
2 time shall be paid as hours worked.

- 3
4 2. It is not the intent of this section to provide
5 pay in addition to that received under
6 applicable Worker's Compensation status. If
7 an employee is paid under this provision and
8 the Company is directed to, or inadvertently
9 pays Worker's Compensation for the same
10 time, the overpayment will be deemed to be
11 recoverable from the employee's earnings.

12
13 VIII. Medical Clearance

14
15 A. Return to Work:

- 16
17 1. Normally, when a Company designated
18 doctor is not available to examine an
19 employee prior to his return to work, the
20 employee will be provisionally permitted to
21 return to work, pending subsequent
22 clearance by the Company's designated
23 doctor, upon presentation of a statement
24 from his personal doctor certifying his
25 fitness to do so. However, in those cases
26 where the nature of the illness or injury is
27 such that the Company requires clearance by
28 the Company designated doctor, such will
29 be necessary prior to return to work.

30
31 B. Third Doctor Arbitration:

- 32
33 1. If any difference shall arise between the
34 Company and the Union as to the
35 employee's ability to return to work, such
36 difference shall be resolved by filing a
37 grievance, which shall be deemed waived by
38 the parties to Step 3. Differences remaining
39 thereafter shall be submitted to a special

1 arbitrator whose decision shall be final and
2 binding on all parties. The arbitrator shall
3 be a physician mutually agreed upon
4 between the Company designated doctor and
5 a doctor appointed by the Union. It is
6 understood that it is the prerogative of the
7 Company or the Union to have their
8 respective physicians present to assist in the
9 presentment of their opinions and the facts
10 in resolving the dispute. The fees and
11 expenses of the physicians selected by the
12 Company and the Union shall be borne by
13 the party appointing such physician, and the
14 fees and expenses of the third physician, the
15 arbitrator, shall be shared equally by the
16 Company and the Union.
17

18 IX. Medical Monitoring

19
20 The Company and the Union will undertake to initiate
21 a program to ensure proper and necessary medical
22 monitoring of employee health where there may occur
23 a health problem that affects a group of employees.
24 The Company intends to actively pursue such a
25 program on a continuing basis and expects the
26 cooperation of its employees and the Union in such
27 program.
28

29 X. Interpretations, Letters, And Memoranda

30
31 A. Safety and Health Matters

32
33 1. Medical Records:

- 34
35 a. Employee medical records files shall be
36 maintained under the control of the
37 Medical Department or a licensed
38 physician, under conditions of
39 confidentiality appropriate to ethical

1 medical practice. An employee's
2 medical records file shall not be
3 released to any individual without the
4 informed written consent of the
5 employee, except where legally
6 required.
7

- 8 b. Except to the extent prohibited by law
9 the Medical Department may provide
10 medical opinions, prognoses, or
11 recommendations to the Company or to
12 the Union, without the consent of the
13 employee, where such information does
14 not contain specific diagnoses or
15 details, and where such information is
16 necessary to the Company as the
17 employer or the Union as the employee
18 representative. Whenever the
19 Company designated physician detects
20 a medical condition, which in his
21 judgment requires further medical
22 attention, the Company designated
23 physician shall advise the employee of
24 such condition or to consult with his
25 personal physician.
26

27 2. Sampling 28

- 29 a. The Company will continue its
30 program of periodic in-Plant air
31 sampling, heat stress and temperature
32 testing, and noise testing under the
33 direction of qualified personnel. Where
34 the Union Co-Chairman of the Joint
35 Safety and Health Committee
36 reasonably believes there is a
37 significant on-the-job health hazard due
38 to in-Plant air pollution or noise, the
39 Company will make appropriate tests

1 and investigations that are reasonable
2 and necessary and will notify the Union
3 Co-Chairman of the Joint Safety and
4 Health Committee when such a test is
5 to take place.

6
7 b. Upon request, the Union Co-Chairman
8 or his designee may be present to
9 observe the sampling or testing
10 activities. A report based on such tests
11 and investigations will be given to the
12 Union Co-Chairman. A copy of the
13 underlying sampling and testing results
14 will also be provided to the Union Co-
15 Chairman.

16
17 c. The Company will endeavor to enlist
18 volunteers for its sampling programs.
19 However, if sufficient numbers of
20 volunteers are not available, the
21 Company may require employees to
22 utilize sampling devices.

23
24 3. Toxic Materials

25
26 Where the Company uses materials at levels
27 considered to be toxic under normal
28 conditions of use, or where employees might
29 be exposed to unusual concentrations of
30 toxic materials through accident, it shall
31 inform the affected employees what hazards,
32 if any, are involved, and what precautions
33 shall be taken to insure the safety and health
34 of the employees. Upon the written request
35 of the Union Co-Chairman of the Joint
36 Safety and Health Committee, the Company
37 shall provide, in writing, requested
38 information from material safety data sheets,
39 or their equivalent, if they are available to

1 the Company on toxic substances to which
2 employees are exposed in the work place;
3 provided that when the information is
4 considered proprietary, the Company shall
5 so advise the Union Co-Chairman, and
6 provide sufficient information for the Union
7 to make further inquiry.
8

9 4. Safety and Health Training
10

11 a. The Company recognizes the special
12 need to provide appropriate safety and
13 health training to all employees. The
14 Company presently has safety and
15 health training that provides either the
16 training described below or the basis
17 for such training as it relates to the
18 needs of the Company.
19

20 b. Departments with continuous
21 operations may schedule safety and
22 company related meetings before or
23 after shifts upon 48 hours notice with
24 pay for actual time spent in such
25 meetings.
26

27 c. Training programs shall recognize that
28 there are different needs for safety and
29 health training for newly hired
30 employees, employees who are
31 transferred or assigned to a new job and
32 employees who require periodic
33 retraining.
34

35 (1) Training of Newly Hired
36 Employees
37

38 Newly hired employees shall
39 receive training in the general

1 recognition of safety and health
2 hazards, the applicable Agreement
3 provisions, and the purpose and
4 function of the Company's Safety
5 and Medical Departments, the
6 Local Union Safety Committee
7 and the International Union
8 Safety, Health and Environment
9 Department. In addition, upon
10 initial assignment to their duties,
11 they shall receive necessary
12 training on the nature of the
13 operation or process, the safety
14 and health hazards of their duties,
15 safe working procedures, the
16 purpose, use, and limitations of
17 personal protective equipment
18 required, and other controls or
19 precautions associated with their
20 duties.

21
22 (2) Training Review

- 23
24 a. The necessary training of
25 employees shall be directed
26 to the hazards of the duties to
27 which they are assigned.
28 Such training shall include
29 hazard recognition, safe
30 working procedures, purpose,
31 use, and limitations of special
32 personal protective equip-
33 ment required and any other
34 appropriate specialized
35 instruction.
36
37 b. The Union Co-Chairman of
38 the Joint Safety and Health
39 Committee and the Internat-

1 ional Union Safety, Health
2 and Environment Department
3 or a designee shall, upon
4 request, be afforded the
5 opportunity to review the
6 training program for all
7 employees at the Plant level.

8
9 (3) Retraining

10
11 As required by an employee's
12 duties and assignment area,
13 periodic retraining as necessary
14 shall be given on safe working
15 procedures, (hazard recognition,
16 and other necessary procedures)
17 and precautions.

18
19 5. PCB Control Program

20
21 The Company, as required by law, shall
22 continue its control program for handling
23 and disposing of oils containing
24 polychlorinated biphenyls (PCB's).

25
26 6. Confidentiality

27
28 Information provided pursuant to this
29 Article shall not otherwise be divulged,
30 released, or used for any other purpose
31 without the written consent of the Company
32 Co-Chairman of the Joint Safety and Health
33 Committee.

34
35 XI. Alcohol and Drug Abuse Policy

36
37 A. Intent

- 1 1. The intent of this policy is to assist in
2 maintaining a work environment for
3 employees free from alcohol and drug abuse.
4 Therefore, employees are:
5
6 a. required to report for work and conduct
7 duties free from the influence of
8 alcohol or other drugs; and,
9
10 b. not permitted to use, possess,
11 manufacture, sell, purchase, transfer or
12 otherwise distribute alcohol or drugs on
13 Company premises or while on
14 Company time.
15
16 2. While it is recognized that alcohol and drug
17 dependency may contribute to impaired
18 work performance and costs to the Company
19 and its employees in many ways, it is also
20 recognized that such dependency may be an
21 illness and treatable condition.

22
23 Therefore, this policy is further intended to
24 encourage the identification and referral of
25 affected employees to appropriate treatment
26 on a strictly confidential basis.
27

28 Employees in need of help shall be made
29 aware of and encouraged to participate in
30 the Company Employee Assistance Program
31 (EAP).
32

33 This program shall receive full commitment
34 and support from the Company, the Union
35 and all employees. There shall be no
36 retribution or special privileges as a result of
37 employee EAP participation.

1 B. Purpose

- 2
- 3 1. It is recognized that the Company's greatest
- 4 asset is its workforce. As in any prudent
- 5 business, its present and future prosperity
- 6 depends on its people. It is also recognized
- 7 that each employee has the personal
- 8 potential and capacity, through acceptable
- 9 job performance, to contribute to the overall
- 10 prosperity of the operation. However, as in
- 11 any community, there are certain outside
- 12 factors which can adversely affect an
- 13 individual's ability to make a full
- 14 contribution.

15

16 Therefore, a purpose of this program is to

17 encourage an environment in which

18 employees can freely seek assistance and

19 support to minimize or overcome such

20 outside factors that diminish the ability to

21 contribute to the operation through

22 acceptable job performance.

- 23
- 24 2. In belief that all employees are valued, a
- 25 sincere effort shall be made to assist
- 26 substance or otherwise troubled employees,
- 27 when reasonably possible. Also believed is
- 28 that this given investment in employee
- 29 assistance may significantly improve the job
- 30 performance and well being of all
- 31 employees.
- 32
- 33 3. The selected EAP provider shall be available
- 34 to diagnose, counsel and/or refer troubled
- 35 employees to appropriate treatment or other
- 36 needed assistance.
- 37

1 4. The parties shall jointly advertise the EAP
2 program and encourage its use by
3 employees.

4 C. Scope

5
6 The scope of this Policy shall apply to all
7 employees and provide for any substance or
8 otherwise troubled employee to freely seek
9 assistance under the EAP to maintain the desired
10 status of a healthy and productive worker.
11 However, it is also understood that under certain
12 circumstances it may become necessary for
13 certain employees to be directed, as a condition
14 of continued employment, to seek and maintain
15 such assistance.

16 D. Test Procedures

17
18 In commitment and pursuit of the objective to
19 provide all employees with a workplace free from
20 the influence of alcohol and other drugs, the
21 following test procedures and related
22 understandings for all employees are established.

23
24 1. Definition: As used herein, aside from the
25 term alcohol, a drug is any of the substances
26 defined in the Federal Government List of
27 Drugs and Harmful Substances applied by
28 the Bureau of Narcotics and Dangerous
29 Drugs.

30
31 2. Prescribed and Over-The-Counter Drugs:
32 Except as provided below, the use or being
33 under the influence of any legally obtained
34 controlled substance by an employee on
35 Company premises or while on Company
36 time is prohibited to the extent such use or
37 influence may affect the safety of
38 employees, customers or members of the

1 public; the employee's job performance; or
2 the safe and efficient operation of the
3 Company's facilities. An employee may
4 continue to work, even though under the
5 influence of a legal controlled substance, if
6 the Company has determined that the
7 employee does not pose a threat to his or her
8 own safety, the safety of co-workers, or the
9 safety of customers or the general public,
10 and the employee's job performance is not
11 significantly affected by the legal drug.
12 Otherwise, the employee may be required to
13 take a medical leave of absence or comply
14 with other appropriate action as determined
15 by the Company.

16
17 If the use of an over-the-counter or
18 prescribed medication could affect an
19 employee's ability to perform work safely,
20 the employee shall notify the Medical
21 Department. As to the use of prescribed or
22 over-the-counter drugs that may affect job
23 performance, questions pertaining to same
24 shall be referred to the Company's Medical
25 Department where any determination
26 regarding an employee's continuation of
27 duties, temporary reassignment or temporary
28 relief from duties shall be made by
29 accredited medical personnel.

- 30
31 3. Alcohol Test: Alcohol testing shall be
32 conducted initially with a saliva test and
33 then by an accredited operator using
34 maintained and calibrated breathalyzer
35 equipment, or by blood-alcohol test. An
36 alcohol concentration equaling or exceeding
37 the limit established by the United States
38 Department of Transportation (for over-the-
39 road drivers) or the equivalent standard

1 under State law for violation of driving a
2 motor vehicle while “under the influence” of
3 alcohol, whichever is less, shall be
4 considered “positive” for purposes of this
5 Policy.
6

7 4. Drug and Alcohol Testing: The Company
8 shall not randomly test for drugs or alcohol.
9 In addition to any test required by Federal or
10 State law, the Company retains the right to
11 require an employee to submit to
12 unannounced urinalysis, breathalyzer test,
13 blood-alcohol test, or physical examination
14 under the following circumstances:

- 15 a. Pre-employment (to the extent
16 permitted by law).
17
18 b. As required by Federal and/or State
19 Department of Transportation (DOT)
20 regulations.
21
22 c. Upon physical examination following
23 sickness, layoff or other leave
24 exceeding ninety (90) days.
25
26 d. Following a prior positive alcohol or
27 drug test.
28
29 e. For “reasonable suspicion” based upon
30 observation and good faith belief that
31 an employee is under the influence of
32 drugs or alcohol; such belief may be
33 based upon but not limited to the smell
34 of alcohol, slurred speech, staggering
35 gait, or other abnormal physical or
36 psychological behavior typically
37 associated with drug and alcohol
38 intoxication or impairment, as well as

1 other non-typical individual behavior
2 and a pattern of absences/latenesses.

3
4 f. For work related incidents in which it
5 would be reasonable or appropriate.

6
7 5. All test results/findings shall be reported
8 back "in confidence" and directed only to
9 those Company and Union representatives
10 having a need-to-know.

11
12 6. When a urine specimen is required under
13 this Policy, the employee will be allowed to
14 submit the specimen in the privacy of a
15 controlled environment.

16
17 7. A split-sample of each urine specimen
18 submitted shall be retained to provide the
19 affected employee, upon request and without
20 cost, with a follow-up test of any initial test
21 believed in error.

22
23 8. "Chain of custody" means a sequence of
24 documents, signatures and dates of all
25 persons handling a specimen so that the
26 Company may later prove how the specimen
27 was passed from one person to the next.

28
29 9. Refusal to provide a blood sample, or
30 provide a urine sample, or submit to a
31 breathalyzer test as required under this
32 Policy, or the submittal of a
33 doctored/tampered-with sample, or the
34 detection of a masking agent in the sample,
35 or otherwise refusing to cooperate in the
36 testing process shall result in discharge.

1 E. Drug/Alcohol Test Levels And Laboratory
2 Analysis Procedures

- 3
4 1. The initial drug test to be conducted in all
5 testing circumstances will be by kinetic
6 interaction of micro particles in solution
7 (KIMS) for the following drugs or classes of
8 drugs: marijuana metabolites, cocaine
9 metabolites, opiate metabolites, phency-
10 clidine, amphetamines, and barbiturates.
11 Any testing done pursuant to this Policy
12 shall be conducted in as confidential manner
13 as possible under the circumstances, without
14 compromising the test, and in accordance
15 with all applicable State and Federal laws.
16

17 The test will be conducted in accordance
18 with the accepted standards and procedures
19 for the administration of such tests,
20 including sample splitting and maintenance
21 of "chain of custody" criteria.
22

23 If an employee tests negative under the
24 initial KIMS test, the specimens are
25 disposed of and no further action is taken. If
26 an employee tests positive under the initial
27 KIMS test, the specimens identified as
28 positive under the initial testing must be
29 confirmed using a Gas
30 Chromatography/Mass Spectrometry
31 (GC/MS) test. If an employee tests negative
32 under the confirmatory GC/MS test, the
33 specimens are disposed of and no further
34 action is taken. If an employee tests positive
35 under the confirmatory test, the employee
36 will be subject to discipline up to and
37 including discharge, as provided herein.
38

1 2. The “laboratories” used for drug testing
2 must have a quality assurance program
3 encompassing all of the testing processes.
4 Participation in a recognized accreditation
5 and proficiency testing program for drugs of
6 abuse is required.

7
8 3. The drugs that will be included in the testing
9 are as follows:

- 10 Amphetamines
- 11 Marijuana (metabolites)
- 12 Cocaine (metabolites)
- 13 Opiates (metabolites)
- 14 Phencyclidine
- 15 Barbiturates (Initial Screen: 200 ng/ml;
- 16 Confirmatory Screen: 300 ng/ml)

17
18 The cut-off levels that shall be used when
19 initially screening specimens and the cut-off
20 levels that shall be used for confirmatory
21 screenings to determine whether the
22 specimens are negative or positive shall be
23 those cut-off levels approved by the United
24 States Department of Health and Human
25 Services (Mandatory Guidelines for Federal
26 Workplace drug testing programs). The
27 presence of an amount of substance equaling
28 or exceeding these cut-off levels
29 respectively shall be considered “positive”
30 for the purposes of this Policy. The cut-off
31 levels for barbiturates are as noted above.

32 F. Positive Test Results

33
34 1. Probationary employees refusing to be
35 tested, or testing positive pursuant to this
36 Policy, will be terminated immediately.
37

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2. Any permanent employee who tests positive for drugs or alcohol for the first time will be suspended without pay for not less than seven (7) working days and further:
 - a. The employee shall be required as a condition of continued employment to utilize the EAP, the cost of which shall be borne by the Company.
 - b. Upon failure to schedule within forty-eight (48) hours of the test results or the next business day thereafter, such EAP counseling and/or treatment and to adhere to the participation requirements of the EAP, the employee will be terminated.
 - c. The employee shall be required to submit to a retest before returning to work; if such retest is positive, the employee will be terminated. Such retest shall not be given before thirty (30) days following the test results unless an earlier date is requested by the employee.
 - d. Any employee whose retest is negative under this paragraph 2 and who subsequently returns to service will be subject to additional unannounced drug and/or alcohol tests (no more than six [6] times per year) at any time for up to twenty-four (24) months after returning to service.
 - e. A second drug or alcohol test which is positive within three (3) years of the return to work within section “c” above

1 will result in the immediate termination
2 of the employee.

3 G. Miscellaneous

- 4
- 5 1. All tests will remain confidential and only
6 those Company and Union representatives
7 having a need to know will be informed of
8 the results. Results will be maintained in a
9 separate, confidential file and will not be
10 maintained in the employee's personnel
11 files.
12
 - 13 2. An employee who suffers from drug or
14 alcohol abuse is encouraged to utilize the
15 Company's EAP. For such utilization to be
16 allowed without any possibility of discipline,
17 such assistance must be sought before drug
18 and/or alcohol use or abuse creates
19 inappropriate work performance or
20 inappropriate behavior at work. An
21 employee's decision to seek assistance from
22 the EAP before work performance or
23 behavior difficulties occur will be kept
24 confidential. Furthermore, the Company
25 assures employees that voluntary
26 participation in diagnosis, treatment, and
27 rehabilitation will not jeopardize their job
28 security and/or promotional opportunities.
29 Once work performance or behavior
30 difficulties affecting the job or the Company
31 do occur, however, the subsequent voluntary
32 use of the EAP will not necessarily prevent
33 disciplinary action, up to and including
34 discharge.
35
 - 36 3. Where the Company has reasonable cause to
37 believe the use of drugs or alcohol, or in the
38 event of post-accident testing, the subject

1 employee will be relieved from work
2 pending the results of the testing.
3 Employees who are suspended pending
4 receipt of the results who test negative shall
5 be reinstated and will be paid their regular
6 straight-time hourly rate (including shift
7 premium or holiday pay, if applicable) for
8 all scheduled hours missed during the
9 suspension.
10

- 11 4. Any employee confronted with a request to
12 submit to an alcohol or drug test shall be
13 provided, upon request, Union
14 representation before any further action is
15 taken. Disputes as to requirements for drug
16 or alcohol test, test procedures,
17 confidentiality, chain-of-custody, discipline,
18 discharge or believed misapplication of any
19 portion of this Policy shall subject the matter
20 to the grievance and arbitration procedure
21 which may be pursued by the affected
22 employee or the Union itself.
23
- 24 5. The use, possession, manufacture, sale,
25 purchase, transfer or other distribution of an
26 illegal drug or alcohol by any employee on
27 Company premises or while on Company
28 time is prohibited and will result in
29 immediate termination.
30
- 31 6. The Company, when reasonable cause for
32 such action exists, reserves the right to
33 conduct unannounced searches for illegal
34 drugs and alcohol anywhere on Company
35 property including, but not limited to,
36 lockers, tool boxes, desks, file cabinets, and
37 personal vehicles parked on Company
38 property in those areas requiring parking
39 permits. Company personnel will not

1 inspect personal vehicles without the
2 employee's permission. All searches shall
3 be conducted in the presence of a Union
4 representative and the affected employee if
5 he is on the Company premises at the time
6 of the search. Employees who refuse to
7 cooperate during such unannounced
8 searches may be subject to disciplinary
9 action, up to and including discharge. Any
10 suspected contraband will be put in clean
11 containers and marked for future
12 identification and testing. The employee
13 will receive a receipt from the Company for
14 any items taken into possession by the
15 Company.
16

- 17 7. In the event a urine sample is determined to
18 be invalid or unreliable due to circumstances
19 unrelated to the conduct of the individual,
20 the individual will be immediately notified
21 of the circumstances requiring a new test
22 and will be required to undergo a new test.
23
- 24 8. No employee will suffer loss of wages while
25 undergoing such tests, and all costs
26 involving transportation to and from a
27 physician's office, clinic, hospital, or other
28 collection site, and all costs of examination
29 and tests will be paid by the Company. Any
30 loss of wages and benefits incurred by an
31 employee while waiting for the results of a
32 drug or alcohol test will be reimbursed,
33 making the employee whole, if the test result
34 proves to be negative.
35
- 36 9. No employee may utilize the Company EAP
37 in-patient program more than three (3) times
38 during the term of this Agreement and no
39 more than once a year.

1 XII. Tobacco Products

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Tobacco products may be used in any portion of a Plant building or vehicle which is not heated or air cooled. Tobacco products may also be used in all outside areas on the Plant site.

Smoking shall not be permitted anywhere in Green Carbon and the spent cell lining building.

ARTICLE 17
GROUP INSURANCE PROGRAM

I. Active Employee Medical, Dental, and Vision Benefits

Except as provided in part VIII below, during the term of this Agreement, the Company shall provide to active employees, other than probationary employees, the medical (including prescription drugs), dental, and vision benefits as set forth below. During the term of this Agreement, the monthly premiums to be paid by active employees are as follows.

Schedule of Benefits
2010 – March 31, 2011

The same schedule of benefits outlined in the 2006-2010 Collective Bargaining Agreement shall continue through March 31, 2011.

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2
3

Schedule of Benefits
April 1, 2011 – December 31, 2012

Monthly Contributions		
Employee Only		\$60
Employee +1		\$90
Family		\$120
Benefit Provision	In Network	Out of Network
Deductible		
Individual	\$300	\$600
Family	\$600	\$1,200
Coinsurance	85%	60%
	after deductible until out-of-pocket maximum is met; then 100%	after deductible until out-of-pocket maximum is met; then 100%
Out-of-Pocket Maximum	\$1,000	\$2,000
	Individual	Individual
	\$2,000	\$4,000
	Individual +1, Family	Individual +1, Family
Lifetime Maximum	Unlimited	Unlimited
Medical Copays		60%*
Office Visit	\$15	after deductible
Specialists	\$15	until out-of-pocket maximum is met;
Urgent Care	\$15	then 100%
Emergency Room	\$75*	
* ER Copay waived if patient is admitted. Out-of-network urgent care co-pay is \$35, then plan pays 100%.		
Preventative Care	100%*	60% after \$20 copay*
*Preventative Care that is age and gender appropriate and includes:		
<ul style="list-style-type: none"> • Routine Physical Exams • Mammograms • Gynecological 	<ul style="list-style-type: none"> • Sigmoidoscopies • Hearing Screenings • Flu vaccine 	<ul style="list-style-type: none"> • Routine Annual Chest X-Ray if ordered by Dr.

<ul style="list-style-type: none"> • Exams • Bone Density Testing for Women • Colonoscopies 	<ul style="list-style-type: none"> • Immunizations • Self-Management Diabetes Training 	<ul style="list-style-type: none"> • Lab services provided during the exam • Routine Annual Dilated Eye Exam for Diabetic Retinopathy
<p>If patient goes for a preventative exam or test (procedure) and during the preventative screen/exam/procedure a diagnosis is made and subsequent procedures at the same facility on the same day are done, the portion of the screen/exam/procedure that would have been covered as preventative will be paid as preventative up to the U&C. Any diagnostic procedure will be covered as described herein.</p>		
X-Ray and Laboratory Services	Preventative Lab services and X-Ray ordered by physician covered at 100%	Preventative Lab services and X-Ray ordered by physician covered at 60%
Office/Clinic Services X-ray Lab Services	85% (after deductible up to out of pocket maximum) Use Lab Card pays 100%	60% (after deductible up to out of pocket maximum) Use Lab Card pays 100%
Independent Laboratory	85% after \$15 Co-Pay Use Lab Card pays 100%	60% (after deductible up to out of pocket maximum) Use Lab Card pays 100%
Hospital Services - Inpatient and Outpatient	85% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)
Medical/Surgical Services	85% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)
Spinal	85% (after	60% (after

Manipulations	deductible up to out of pocket maximum)	deductible up to out of pocket maximum)
Durable Medical Equipment, Ambulance, Skilled Nursing Facility Care, Home Health Care, Hospice, Private Duty Nursing, Speech and Occupational Therapy (Professional)	85% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)
Mental Health Services	85% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)
Substance Abuse Services	85% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)
Precertification Requirements	Patient responsibility	
Prescription Care		
Generic	100% of cost up to \$10 Maximum Co-Pay	
Formulary	25% of cost (minimum Co-Pay of \$20, maximum Co-Pay of \$30)*	
Non-Formulary	25% of cost (minimum Co-Pay of \$40, maximum Co-Pay of \$60)**	
Mail Order		
Generic	100% of cost up to \$25 Maximum Co-Pay	
Formulary	25% of cost (minimum Co-Pay of \$45, maximum Co-Pay of \$65)*	
Non-Formulary	25% of cost (minimum Co-Pay of \$90,	

	maximum Co-Pay of \$125)**
* Plus One Time Charge -- Employee pays cost difference between Preferred Brand and Generic in same therapeutic class, unless Generic is tried first.	
** Plus One Time charge -- Employee with Non-preferred Brand must have Physician write the prescription as Dispense As Written to not have substitution of a Preferred Brand or Generic (if one is available in the same therapeutic class), and there is one time charge between cost of Preferred and Non-Preferred in same therapeutic class, unless preferred brand or generic tried first (if available).	
Mandatory Mail Order of certain maintenance medication after 3 fills.	

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Schedule of Benefits
2013

The schedule of benefits listed below shall commence on January 1, 2013, and continue through December 31, 2013.

Same as 2012 with the below changes:

Monthly Contributions	
Employee Only	\$80
Employee +1	\$110
Family	\$140

Schedule of Benefits
January 1, 2014 – March 31, 2015

The schedule of benefits listed below shall commence on January 1, 2014 and continue through March 31, 2015.

Same as 2013 with the below changes:

Monthly Contributions	
Employee Only	\$90
Employee +1	\$120
Family	\$150

Benefit Provision	In Network	Out of Network
Coinsurance	80% after deductible until out-of-pocket maximum is met; then 100%	60% after deductible until out-of-pocket maximum is met; then 100%
Office/Clinic Services X-ray Lab Services	80% (after deductible up to out of pocket maximum) Use Lab Card pays 100%	60% (after deductible up to out of pocket maximum) Use Lab Card pays 100%
Independent Laboratory	80% after \$15 Co-Pay Use Lab Card pays 100%	60% (after deductible up to out of pocket maximum) Use Lab Card pays 100%
Hospital Services - Inpatient and Outpatient	80% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)
Medical/Surgical Services	80% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)
Spinal Manipulations	80% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)

Durable Medical Equipment, Ambulance, Skilled Nursing Facility Care, Home Health Care, Hospice, Private Duty Nursing, Speech and Occupational Therapy (Professional)	80% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)
Mental Health Services	80% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)
Substance Abuse Services	80% (after deductible up to out of pocket maximum)	60% (after deductible up to out of pocket maximum)

1
2 The Company will provide Employees access to a Health
3 Care Flexible Spending Account (FSA) effective March 1,
4 2011.

5
6 **II. Retiree Medical Benefits**

7
8 A. During the term of this Agreement, the Company
9 shall provide to those retirees in Group A and
10 Group B, as defined below, who retire on or after
11 the Effective Date of this Agreement (as defined
12 in Article 26), the same medical benefits
13 (including prescription drugs) provided to active
14 employees, other than any wellness program.
15 Provision of Group B retiree medical benefits to
16 the retiree shall cease on the date that the retiree
17 attains Medicare eligibility as defined by law in
18 effect upon the Effective Date. All other

1 employees who are not a part of Group A or
2 Group B shall receive no retiree medical benefits.

3
4 Group A: Retirees who have a hire date on or
5 before April 1, 1980

6
7 Group B: Retirees who were hired after April 1,
8 1980 and who as of the Effective Date have
9 attained age fifty (50) and have at least ten (10)
10 years of service.

11
12 To be eligible for retiree insurance, a Group A or
13 Group B retiree must have at least ten (10) years
14 of service and be at least age 50 and age plus
15 service years must total 75 or have 30 years
16 service and qualify for a NSA annuity.

17
18 Group A retirees, when eligible, must be enrolled
19 in Medicare Parts A and B. The Medical Plan,
20 for retirees, will pay secondary to Medicare and
21 the "carveout" method of Medicare coordination
22 will be used.

23
24 During the term of this Agreement, the monthly
25 premiums to be paid by Group A and Group B
26 retirees under the age of 65 are as follows:

27
28 Retirees who qualify for a NSA annuity:
29 \$50.00 per person per month

30
31 Retirees who do not qualify for a NSA annuity:
32 \$125.00 per month for a retiree only
33 \$250.00 per month for retiree and spouse
34 \$375.00 per month for family.

35
36 During the term of this Agreement, the monthly
37 premiums to be paid by retirees age 65 or older
38 are as follows, except that a retiree who qualifies
39 for a NSA annuity pays at the \$50.00 per person

1 per month rate unless he qualifies for a lower rate
2 by virtue of having 35 or more years of service:

3

<u>Years of Service</u>	<u>Per Person Per Month</u>
4 40 and above	No Cost
5 35	\$ 38.00
6 30	\$ 50.00
7 25	\$ 63.00
8 20	\$ 75.00
9 15	\$ 88.00
10 10	\$100.00

11

12

13 B. In addition to the above benefits, the Company
14 will establish and provide for Health
15 Reimbursement Accounts (HRA) contributions
16 per hour in the following amounts with hours
17 paid being defined as identical to hours on which
18 the Company contributes to the Steelworkers
19 Pension Trust pursuant to Article 20 of this
20 Agreement:

21

1

	Effective Date	1st Anniversary of Effective Date	2 nd Anniversary of Effective Date	3 rd Anniversary of Effective Date	4 th Anniversary of Effective Date
Group A	None	None	None	None	None
Group B	\$4.99	\$3.77	\$2.96	\$1.75	\$1.75
Group C	\$1.10	\$1.25	\$1.35	\$1.50	\$1.50
Group D	\$0.45	\$0.45	\$0.45	\$0.45	\$0.45

2

3

1 Individual HRA accounts will be established as
2 expeditiously as possible. If the individual HRA
3 accounts are not established by April 1, 2011,
4 interest will begin to accrue starting on April 1,
5 2011 on the amounts that have been set aside
6 since the Effective Date until such time as the
7 individual HRA accounts are established.
8 Interest under this provision will be calculated
9 monthly at the IRS federal midterm rate as
10 published under the IRC for the period beginning
11 on April 1, 2011 and ending on the date that the
12 individual HRA accounts are established. All
13 contributions to HRA accounts will be made as
14 soon as administratively practicable following
15 each payroll period. The Company's obligation
16 to make these HRA contributions will cease and
17 not extend beyond the term of this Agreement
18 unless expressly agreed otherwise between the
19 parties.

20
21 * Groups A & B: As defined in subsection A of
22 this section II of Article 17.

23
24 **Group C: Employees who have a hire date
25 before December 13, 2010, and after April 1,
26 1980, and who, as of December 13, 2010, have
27 not attained age 50 or have not been credited 10
28 years of service.

29
30 *** Group D: Employees hired after December
31 13, 2010.

32
33 III. Retiree Dental and Vision Coverage

34
35 Dental and Vision will be available at the following
36 rates, based on COBRA, on the Effective Date.

37
38 Dental Member: \$23.52/month
39

1		Family:	\$63.16/month
2			
3	<u>Vision</u>	Member:	\$3.59/month
4		Family:	\$9.63/month
5			

6 The COBRA rates referenced in Section III above may
7 be adjusted during the term of the Agreement
8 depending on the Company's future costs for all
9 employees, active and retired.

10
11 IV. Active Employee Life and Accident Insurance

12
13 The Company shall provide a Life and Accident
14 Insurance Program for active employees, other than
15 probationary employees, and their dependents
16 identical to that offered under the April 1, 2006
17 Agreement in the amount of \$35,000, including
18 Company-paid Accidental Death insurance of
19 \$35,000. The Company will also provide eligible
20 employees the opportunity to purchase additional
21 supplemental life insurance in the amount of \$35,000
22 and a like amount of Accidental Death insurance at an
23 insured rate at the employee's expense.

24
25 V. Retiree Life Insurance

26
27 To be eligible for Retiree Life Insurance a retiree must
28 have at least ten (10) years of service and be at least
29 age 50 and age plus service years must total 75 or
30 have 30 years service and qualify for a NSA annuity.
31 The Company shall provide Company-paid Life
32 Insurance of \$15,000 to those employees who retire
33 before age 70. This amount is automatically reduced
34 to \$7,500 at age 70.

35
36 Retirees are not eligible for Accidental Death and
37 Dismemberment, Supplemental Life, and Dependent
38 Life.

39
40 VI. Accident and Sickness Benefits

1 The Company shall provide Accident and Sickness
2 Benefits to active employees, other than probationary
3 employees, pursuant to a Plan identical to the
4 Southwire Short-Term Disability Plan, except that for
5 claims incurred after the Effective Date of this
6 Agreement a maximum of twenty-six (26) weeks of
7 benefits shall be paid at eighty percent (80%) of the
8 employee's normal weekly pay. The Company will
9 endeavor to procure an insurance program that
10 provides eligible employees the opportunity to
11 purchase extended and supplemental coverage at an
12 insured rate at the employee's expense.

13
14 VII. Medical Plan Coverage For Surviving Spouse

15
16 If the employee dies while employed by Century, your
17 spouse will still be eligible for up to eight years of
18 Medical Plan coverage, as long as the spouse does not
19 remarry. The first three months are without cost to the
20 spouse, the remainder of the eight years is available at
21 the COBRA rate. Dental and vision benefits for the
22 surviving spouse are available at the COBRA rate for
23 a maximum of 36 months with the first 3 months at no
24 cost.

25
26 Dependents are eligible for medical, dental and optical
27 insurance at the COBRA rate for a maximum of 36
28 months with the first 3 months at no cost.

29
30 The surviving spouse of a Group A retiree may
31 continue to participate in the medical plan as long as
32 he or she lives. Coverage will stop for spouses of
33 Group A retirees only if retiree premiums are not paid
34 or the person remarries. The surviving spouse of a
35 Group B retiree may continue to participate in the
36 medical plan until he or she attains Medicare
37 eligibility as defined by law as of the Effective Date of
38 this Agreement. Coverage will stop for spouses of
39 Group B retirees if retiree premiums are not paid or

1 the person remarries. Any dependents of the retiree
2 may continue coverage at the COBRA rate for the
3 COBRA period only.

4
5 VIII. Substitution of Carriers and Preservation of Benefit
6 Levels

7
8 In the event that the Company terminates Participation
9 with the current third party administrator, the
10 Company is obligated to provide for the entirety of
11 this Agreement the same or better level of benefits as
12 set forth in the attachments to Sections I-III above and
13 may not charge increased premiums to active
14 employees or retirees apart from the COBRA rates set
15 forth in Section III above. The benchmark of Medical,
16 Dental, and Vision benefits shall be those as outlined
17 in the forthcoming SPD prepared by the Company,
18 subject to review by the Union, reflecting changes
19 agreed to during the negotiation of this Agreement.
20

21 IX. Patient Protection and Affordable Care Act (PPACA)

22
23 If, during the term of the Agreement, the terms of the
24 Health Care Plan should be considered a “Cadillac”
25 plan, as defined by the Patient Protection and
26 Affordable Care Act (“PPACA”), as amended, or any
27 regulations issued pursuant to the PPACA, or any
28 federal or state law that applies to the Plan triggers or
29 imposes any excise or other tax on the Company, the
30 Parties agree that they shall promptly meet and
31 negotiate in good faith in an effort to reach mutual
32 agreement regarding plan modifications necessary to
33 avoid any additional taxes or penalties caused by such
34 status.

35
36 **ARTICLE 18**
37 **HOLIDAYS**

38
39 I. Recognized Holidays

1 The Company recognizes nine (9) paid holidays each
2 year:

3
4 New Year's Day Thanksgiving Day
5 Good Friday Day after Thanksgiving
6 Memorial Day Christmas Eve
7 Independence Day Christmas Day
8 Labor Day
9

10 II. General Holiday Information

- 11
12 A. The Company recognized holidays consist of the
13 twenty-four (24) hour period beginning at the
14 shift changing hour nearest to 12:01 a.m. of the
15 holiday or 6:45 a.m. for rotating 12-hour shift
16 employees. An exception exists for holidays that
17 are observed nationally on Saturday and Sunday.
18 At the Plant, if a nationally observed Company
19 holiday falls on Sunday, the following Monday is
20 recognized as the holiday. Thus, hours worked
21 on Sunday are paid at time and one-half or
22 according to the provision in Article 6, § VI.
23 Hours worked on Monday are paid at double time
24 and one-half. If a nationally observed Company
25 holiday falls on Saturday, premium pay of double
26 time and one-half will only be paid for hours
27 worked on the Saturday holiday.
28
29 B. Employees working other than rotating shift
30 arrangements may, at the discretion of their
31 supervisor, be allowed the Saturday holiday off if
32 scheduled to work, or be allowed to have an
33 additional day off if already scheduled off on the
34 Saturday holiday.
35
36 C. If an employee is a Monday through Friday
37 employee and is allowed to have Friday off as a
38 substitute holiday, the day before the Saturday
39 holiday, that employee's time would be marked

1 "Holiday" for Friday. In the above situation, if
2 the employee were called in or otherwise works
3 on Friday, holiday pay would not be paid for
4 those occurrences referenced. Pay for the
5 unscheduled holiday shall be paid provided all
6 eligibility criteria have been met. If the
7 employee works on Saturday, holiday pay at
8 double time and one-half will be paid for all
9 hours worked, regardless of whether the
10 employee worked or was off Friday as a
11 substitute holiday.
12

13 D. If allowed to substitute a day for the Saturday
14 holiday, the substitution should be made in the
15 payroll week of the holiday or the payroll week
16 immediately following the holiday.
17

18 E. Instances of paragraphs B, C & D above, the
19 Union President or his designee will meet with
20 the appropriate Company Officials at least seven
21 (7) days in advance of any holiday(s) to attempt
22 to work out a schedule to allow those employees
23 a substitute holiday if possible. Company
24 reserves the right to make the final decision on
25 Holiday scheduling.
26

27 III. Pay for Holidays Not Worked
28

29 A. If an employee does not work on a recognized
30 Company holiday, he will be paid eight (8) hours,
31 nine (9) hours, ten (10) hours, or twelve (12)
32 hours depending on his shift assignment, times
33 his Standard Hourly Base Wage Rate provided he
34 meets these eligibility requirements:
35

- 36 1. Have been employed thirty (30) calendar
37 days since employee's last hire;
38

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2. Perform work or have been on vacation fourteen (14) days prior to or after the holiday; and,
 3. Work as scheduled or assigned on both the employee's last scheduled working day prior to the holiday and on the employee's first scheduled day following the holiday, unless he failed to work due to an excused absence such as Union business, family emergency, or a personal illness (supported by a physician's statement and submitted to the Company by the fifth day following the holiday).
- B. When a holiday occurs during the employee's scheduled vacation, he will be paid for the unworked holiday in addition to his vacation pay. If the employee is on a leave of absence, other than Union business, when a scheduled vacation comes due near a holiday, he will still have to work in the fourteen (14) day period before or after the holiday in order to be eligible for the holiday pay.
- C. Provided the holiday falls within the employee's normal work schedule, and the employee's supervisor schedules him off, the holiday hours paid will be considered as hours worked for the purposes of computing premium and overtime pay under the provisions of premium pay.
- D. An eligible employee scheduled to work on a recognized Company holiday, who fails to report for work or perform his scheduled or assigned work, will not be eligible to receive pay for the unworked holiday. This will be true unless his failure to report for or perform such work was due to an excused absence such as Union

1 business, personal illness (supported by a
2 physician's statement), family emergency, or
3 death in the immediate family. Any such
4 employee who is so excused and receives holiday
5 pay for the unworked holiday shall have the
6 holiday hours paid considered as hours worked
7 for the purpose of calculating overtime.
8

9 IV. Pay for Holidays Worked

- 10
11 A. An employee will be eligible to receive pay for
12 holidays if he has been employed thirty (30)
13 calendar days since his last hire.
14
15 B. For all hours worked on any of the recognized
16 Company holidays, the employee will be paid
17 premium pay at the rate of two and one-half (2-
18 1/2) times his Standard Hourly Base Wage Rate,
19 including all applicable shift differential and shift
20 premiums.
21
22 C. If the employee performs work that is less than
23 his normal scheduled shift hours on a Company
24 holiday, he will be paid two and one-half (2-1/2)
25 times his Standard Hourly Base Wage Rate for all
26 hours worked plus one (1) times his Standard
27 Hourly Base Wage Rate for the remainder of his
28 normal scheduled shift. Pay for holiday hours
29 not worked must meet the same eligibility
30 requirements as pay for holidays not worked.
31

32 V. Call-In Pay on Holidays

33
34 If an employee is called in on a holiday, he will
35 receive 2 ½ times his Standard Hourly Base Wage
36 Rate for all hours worked, plus straight time for the
37 remaining hours not worked, in the standard holiday
38 shift period.
39

1 **ARTICLE 19**
2 **MILITARY SERVICE**

3
4 I. Leave Of Absence For Veterans Prior To Returning
5 To Work

6
7 The Company agrees to comply with all applicable
8 Federal laws relating to the re-employment rights of
9 veterans. Further, any veteran eligible for re-
10 employment by the Company under such laws who
11 applies for re-employment within ninety (90) days
12 after honorable discharge shall, upon his request, be
13 granted a leave of absence without pay not to exceed
14 sixty (60) days before he shall be required to return to
15 work.
16

17 II. Leave Of Absence For Course Of Study

18
19 An employee entitled to reinstatement under this
20 Article who applies for re-employment and who
21 desires to pursue a course of study in accordance with
22 the Federal law granting him such opportunity before
23 or after returning to his employment with the
24 Company shall be granted a leave of absence for such
25 purpose provided that an employee who desires such a
26 leave of absence after returning to his employment
27 with the Company shall have it granted only if the
28 employee notifies the Company in writing, within one
29 (1) year from the date he is re-employed, of the
30 employee's intention to pursue such a course of study.
31 Such employee's continuous service shall accumulate
32 during such leave of absence, provided the employee
33 reports for re-employment within thirty (30) days after
34 the completion or termination of such course of study.
35 Any such employee must notify the Company and the
36 Union in writing at least once each calendar year of
37 the employee's continued desire to resume active
38 employment with the Company upon completing or

1 terminating such course of study to remain eligible for
2 re-employment.

3
4 III. Vacation Pay For Employees Entering The Armed
5 Services

6
7 If an employee who would otherwise have been
8 entitled to a vacation with pay under the provisions of
9 Article 9 of this Agreement shall enter the Armed
10 Services of the United States before the employee
11 shall have taken such vacation, or before the employee
12 shall have accepted vacation pay in lieu of such
13 vacation, such employee shall receive such pay as the
14 employee would have been entitled to receive for the
15 period of such vacation.

16
17 IV. Rights Of Members Of The Armed Services Reserve
18 Or National Guard

19 The Company also agrees to comply with all
20 applicable Federal and State laws relating to the
21 granting of leaves of absence for members of the
22 Armed Services Reserve or National Guard called to
23 training or active duty. Should an employee fail to
24 meet the eligibility requirements for holiday pay
25 solely because he was on active military encampment
26 during the eligibility period, he will be paid as though
27 he had so qualified. Further, an employee will not be
28 required to take his vacation time during this period of
29 active military encampment.

30
31 V. Reduction In Force As A Result Of Placement Of
32 Returning Veterans

33 Re-employment rights of returning military veterans
34 are provided in applicable Federal Law. When a
35 veteran is eligible to return to a job, the veteran will do
36 so by displacing the junior employee on that job and
37 any further reduction-in-force will be in accordance

1 with the reduction-in-force provision of this
2 Agreement. Since such law may supersede this
3 Agreement and provides similar or expanded rights to
4 those conferred by this Agreement, it is not intended
5 for this paragraph to be used by returning veterans.
6

7 **ARTICLE 20**
8 **PENSION PROGRAM**
9

10 The parties shall take the necessary steps to enable the
11 Company to become a participating employer in the
12 Steelworkers Pension Trust, "the Trust", the terms of
13 which are set forth in the 1999 Annual Report of the
14 Trust. During the term of this Agreement, the
15 Company shall contribute \$1.00 per hour prior to the
16 Effective Date, and \$1.50 per hour on and after the
17 Effective Date, for each hour worked by each covered
18 employee. For purposes of calculating such
19 contributions, hours paid for vacation and holiday
20 shall be deemed hours worked. In addition, the
21 Company shall make a minimum monthly contribution
22 of \$50.00 for a period of up to six (6) months for any
23 covered employee who is absent from work because of
24 illness or disability, or Union leave.
25

26 With respect to vested employee benefits, each
27 employee of the Company who is in the employ of the
28 Company on the date the Company first becomes a
29 participating employer in the Trust shall have all
30 periods of prior employment with NSA (and
31 Southwire affiliates) up to four years treated as
32 "Covered Service" for vesting purposes under the
33 Trust if the employee continues in the employ of the
34 Company for one year beyond that date. All other
35 vesting requirements of the Trust continue to apply.
36 These periods do not count as "Covered Service" in
37 determining eligibility for disability benefits or under
38 the Rule of 85.
39

1 **ARTICLE 21**
2 **JURY AND WITNESS DUTY PAY**

3
4 I. Excused Absence For Jury Or Witness Duty

- 5
6 A. An employee summoned for jury or witness duty
7 will be excused from work for each actual
8 workday of service.
9
10 B. An employee scheduled to work on the afternoon
11 or night shift shall be excused from work during
12 his service period.
13
14 C. "Service", as used in this Article, includes
15 reporting for jury or witness duty without regard
16 as to whether the employee serves on a jury or
17 testifies as a witness.

18 II. Eligibility For Jury And Witness Duty Pay

- 19
20 A. An employee excused for jury duty is eligible for
21 jury and witness duty pay.
22
23 B. An employee excused for witness duty is eligible
24 for jury and witness duty pay in the following
25 circumstances: (i) if subpoenaed in a criminal
26 proceeding in which the employee is not the
27 defendant; (ii) if subpoenaed in a civil proceeding
28 by the Company; or (iii) if subpoenaed by a
29 public agency in a civil proceeding in which the
30 Company is providing jury and witness duty pay
31 to employees appearing on behalf of the
32 Company.
33
34 C. To receive jury and witness duty pay, an
35 employee must present written proof to his
36 supervisor of service as a jury member or
37 witness.
38

1 D. Employees on vacation shall not be eligible for
2 jury or witness duty pay. In determining
3 eligibility, an employee will be deemed to be on
4 vacation 24 hours prior to the starting time of his
5 first scheduled day of vacation. An employee
6 will not be allowed to cancel vacation in lieu of
7 jury and witness service once he is considered to
8 be on vacation.

9
10 E. Employees on medical leave who have been
11 declared disabled by a doctor shall not be eligible
12 for jury or witness duty pay. A person who has
13 been declared disabled by a doctor during the
14 seven day waiting period for eligibility for
15 sickness and accident benefits is not eligible for
16 jury and witness duty pay.

17
18 III. Amount Of Jury And Witness Duty Pay

19
20 A. For each day of jury or witness service that an
21 employee otherwise would have worked, the
22 employee shall receive 8, 9, 10, or 12 times his
23 Standard Hourly Base Wage Rate depending on
24 the employee's normal shift schedule.

25
26 B. Hours paid for jury or witness service shall be
27 counted as hours worked in the computation of
28 premium and overtime pay.

29
30 C. An employee will not receive jury and witness
31 duty pay when it duplicates pay received for time
32 not worked for any other reason.

33
34 **ARTICLE 22**
35 **BEREAVEMENT PAY**

36
37 I. Eligibility For Bereavement Pay

38

- 1 A. An employee who has suffered a death of a
 2 member of his immediate family, as defined in
 3 Section B below, is eligible, subject to Sections
 4 C-E below, to receive bereavement pay while
 5 absent up to three (3) consecutive days including
 6 the day of the funeral, provided the employee
 7 attends.
 8
- 9 B. Immediate family members for purposes of
 10 determining eligibility for bereavement pay
 11 include:
 12
- | | | |
|----|--------------------------|-------------------------|
| 13 | Mother | Father |
| 14 | Spouse | Natural Children |
| 15 | Brother | Step-Parents |
| 16 | Legally Adopted Children | Father-in-Law |
| 17 | Step-Brother | Step-Children |
| 18 | Step-Sister | Employee's Grandparents |
| 19 | Mother-in-Law | Half-Sister |
| 20 | Grandchildren | Half-Brother |
| 21 | Sister | |
- 22
- 23 C. Employees who are receiving pay for time not
 24 worked for any other reason are not eligible for
 25 bereavement pay.
 26
- 27 D. Employees on vacation shall not be eligible for
 28 bereavement pay. In determining eligibility an
 29 employee will be deemed to be on vacation 24
 30 hours prior to the starting time of his first
 31 scheduled day of vacation. An employee will not
 32 be allowed to cancel vacation in lieu of
 33 bereavement leave once he is considered to be on
 34 vacation.
 35
- 36 E. Employees on medical leave who have been
 37 declared disabled by a doctor shall not be eligible
 38 for bereavement pay. A person who has been
 39 declared disabled by a doctor during the seven

1 day waiting period for eligibility for sickness and
2 accident benefits is not eligible for bereavement
3 pay.
4

- 5 F. An employee should notify his supervisor and the
6 Human Resources Office to make arrangements
7 to receive bereavement pay and to assist in
8 funeral arrangements and attend the funeral of a
9 family member. The Company shall exercise the
10 greatest possible degree of understanding and the
11 employee shall exercise his best judgment.
12

13 II. Amount of Bereavement Pay
14

- 15 A. While absent for up to three (3) days for the
16 purpose of assisting in funeral arrangements and
17 attending the funeral of a family member, the
18 employee shall receive 8, 9, 10, or 12 times his
19 Standard Base Wage Rate for each day of work
20 missed depending on the employee's normal shift
21 schedule.
22
- 23 B. Hours paid for bereavement pay shall be counted
24 as hours worked in the computation of premium
25 and overtime pay.

26 III. Unpaid Bereavement Leave

- 27 A. An employee who has suffered a death in his
28 immediate family of a person other than those
29 identified in Section I. B. above shall be entitled
30 to an unpaid bereavement leave of up to three (3)
31 consecutive days including the day of the funeral,
32 provided the employee attends and there is no
33 adverse impact on operational requirements.
34 Such leave shall not be unreasonably withheld by
35 the Company.
36

1 B. Employees requesting unpaid bereavement leave
2 shall follow the notification requirements set
3 forth in Section I. F. above.
4

5 **ARTICLE 23**
6 **EQUAL OPPORTUNITY**
7

8 I. Non-Discrimination Policy
9

10 A. It is the continuing policy and recognized
11 obligation of the Company and the Union that the
12 provisions of this Agreement shall be applied
13 fairly and in accordance with those Federal and
14 State employment laws relating to race, color,
15 religion, creed, national origin, disability, sex, or
16 age, except where sex or age is a bona fide
17 occupational qualification.
18

19 B. All provisions of this Agreement shall apply alike
20 (equally) to all male and female employees.
21 (Masculine pronouns or references in this
22 Agreement shall be deemed to include feminine
23 pronouns or references.)
24

25 II. Joint Equal Opportunity Committee:
26

27 A. There shall be established a Joint Company-
28 Union Equal Opportunity Committee. The
29 Committee shall consist of six (6) members, three
30 (3) each from the Company and the Union. The
31 Company members shall be the Plant Manager,
32 or his personal designee, the Human Resources
33 Manager, and one other designee of the Plant
34 Manager. The Union members shall be the
35 President and two (2) persons designated by the
36 President of the Local Union.
37

- 1 B. The primary purpose of the Committee shall be to
2 establish a forum within the framework of the
3 Company-Union relations whereby both parties
4 can discharge their affirmative commitments
5 made above in Section I., as well as consider
6 complaints raised by members of the bargaining
7 unit concerning these commitments. The
8 members of the Committee shall have access to
9 Departments other than their own at all
10 reasonable times, without undue delay, for the
11 purpose of transacting the legitimate business of
12 the Committee after reasonable notice has been
13 given to the Head of the Department to be visited
14 and permission from their own department has
15 been obtained, and such permission shall be
16 granted at all reasonable times.
17
- 18 C. The Committee shall meet at mutually agreeable
19 times, but no less than once every three (3)
20 months. Minutes of the proceedings shall be
21 taken and maintained. Union designees attending
22 these meetings of the Joint Equal Opportunity
23 Committee shall be paid for each hour of work
24 lost.
25
- 26 D. It is not intended by the parties that this
27 Committee shall displace the normal operations
28 of the grievance procedure. However, the
29 Committee may take action concerning those
30 matters set forth in Section I which is not
31 contrary to provisions of this Agreement. It is
32 further understood that the Chairman of the
33 Grievance Committee may file a grievance in the
34 third step of the grievance procedure alleging a
35 violation of Section I of this Article.
36
- 37 III. Annual Meeting

1 There shall be an annual meeting between designated
2 representatives of the Company and the Union on a
3 date mutually agreed upon by the parties to review all
4 matters involving Civil Rights.
5

6 **ARTICLE 24**
7 **CONTRACTING OUT**
8

- 9 1. During the negotiations preceding the effective date of
10 this Agreement, the parties recognized the seriousness
11 of the problems associated with contracting out of
12 work and accordingly agree as follows:
13

14 During the initial sixty (60) days of this Agreement,
15 the Company may contract out any work, provided an
16 Initial Base Force Manning Level of 600 bargaining
17 unit employees are provided with a full work week
18 and are not denied reasonable overtime opportunity
19 and a reasonable amount of overtime. During this
20 sixty (60) day period, no grievances will be filed
21 concerning any violations of this Article.
22

- 23 2. During a period of ten (10) months following the
24 conclusion of this sixty (60) day period, the Company
25 and the Union shall meet regularly to review the
26 appropriate types and amount of work, if any, in each
27 section which contractors shall be permitted to
28 perform in that section and shall develop a Sectional
29 Agreement with respect thereto. Such Sectional
30 Agreements shall assure that no job being performed
31 by an employee included in the Initial Base Force
32 Manning Level will be eliminated through contracting
33 out and laying off the employee then performing such
34 job. During this ten (10) month period grievances
35 may be filed under this Article concerning only
36 alleged violations of Section 1 or one of the Sectional
37 Agreements referenced in this Section.
38

1 3. On April 1, 2002, Part A below shall become effective
2 and grievances may be filed concerning the entire
3 scope of Article 24. The “existing rights and
4 obligations with respect to various types of contracting
5 out” referenced therein are those set in the Sectional
6 Agreements entered into pursuant to Section 2.
7 Whenever the term “practice” appears in Paragraph 1
8 below it refers to the NSA practice prior to January 1,
9 1998.

10
11 In the event of any capital improvements or
12 technological changes at the Plant which results in a
13 reduction in manning, the Initial Base Force Manning
14 level may be reduced by a number equal to the
15 resultant manning reduction.

16
17 A. Memorandum

18
19 The Union has expressed serious concern over
20 the matter of contracting out work and the effect
21 it has on the bargaining unit. Sharing the Union's
22 concern, the Company agrees that preference
23 shall be given to Production and Maintenance
24 employees where practicable, taking into
25 consideration the magnitude of the job (including
26 economic factors), availability of employee skills,
27 and availability of materials and equipment. The
28 Company shall also extend this same type of
29 consideration and preference to those employees
30 on layoff status, provided there is sufficient
31 number of such employees and they have the
32 ability, qualifications and physical fitness to
33 perform the work in question.

34
35 The parties have existing rights and obligations
36 with respect to various types of contracting out.
37 In addition, the following supplements
38 protections to bargaining unit employees or
39 affirms existing management rights, whichever
40 the case may be, as to those types of contracting

1 out specified below. In no event shall the
2 following affect the protections set forth in
3 Section 2 above.
4

- 5 1a. Production, service, and day-to-day
6 maintenance and repair work as to which the
7 practice has been to have such work
8 performed by employees in the bargaining
9 unit shall not be contracted out for
10 performance, unless otherwise mutually
11 agreed pursuant to Paragraph 4 and 5. In the
12 event the Union agrees with the Company
13 that work covered by this section can be
14 contracted out, it is expressly understood
15 and agreed that this shall in no manner be
16 interpreted to mean that the Union has given
17 up its rights to have such work performed in
18 the future by members of the bargaining unit.
19
- 20 b. If production, service, and day-to-day
21 maintenance and repair work has in the past
22 been performed under some circumstances
23 by employees in the bargaining unit and
24 under some circumstances by employees of
25 contractors, or both, such practice shall
26 remain in effect with respect to such work
27 performed, unless otherwise mutually
28 agreed pursuant to Paragraph 4 and 5.
29 However, before any work is contracted out,
30 the Company and the Union will again
31 review and consider those factors set forth
32 above in the introductory remarks.
33

34 It is expressly understood and agreed that
35 this shall in no manner be interpreted to
36 mean that the Union has given up its rights
37 to have such work performed in the future
38 by members of the bargaining unit, or that
39 the Company has given up any of its rights.
40

1 The Company agrees that preference shall
2 be given to Production and Maintenance
3 employees where practical.
4

- 5 c. Production, service, and day-to-day
6 maintenance and repair work as to which the
7 practice has been to have such work
8 performed by employees of contractors may
9 continue to be contracted out, unless
10 otherwise mutually agreed pursuant to
11 Paragraph 4 and 5.
12

13 In the event that the Company agrees with
14 the Union to have bargaining unit employees
15 perform work covered by this Section, it is
16 expressly understood and agreed that this
17 shall in no manner be interpreted to mean
18 that the Company has given up its right to
19 have such work performed in the future by
20 employees of contractors.
21

- 22 2. Production, service, and day-to-day
23 maintenance and repair work other than that
24 described in Paragraphs 1(a-c) above as well
25 as maintenance and repair work performed,
26 other than that described in those same
27 paragraphs, and installation, replacement
28 and reconstruction of equipment and
29 productive facilities, other than that
30 described in Paragraphs 3(a) below, may not
31 be contracted out for performance unless
32 contracting out under the circumstances
33 existing as of the time the decision to
34 contract out was made, can clearly be
35 demonstrated by the Company to have been
36 the more reasonable course than doing the
37 work with bargaining unit employees, taking
38 into consideration the significant factors
39 which are relevant. Whether the decision

1 was made at the particular time to avoid the
2 obligations of this paragraph may be a
3 relevant factor for consideration. It is not
4 the intent of this paragraph to justify the
5 delay of day-to-day maintenance and repair
6 work as described under Paragraph 1(a-c).
7

- 8 3a. New construction including major
9 installation, replacement, and major
10 reconstruction of equipment and productive
11 facilities at the Plant may be contracted out,
12 subject to any rights and obligations of the
13 parties which are applicable at the Plant.
14
- 15 b. Where the Union Contracting Out
16 Committee and the Company representatives
17 have held discussions in accordance with
18 section 5(a) below, and the work involved in
19 such discussions is contracted out, should
20 significant new facts or information become
21 known either prior to the work being
22 performed or during the period in which the
23 work is being performed, the Committee
24 shall reconvene to discuss such facts.
25
- 26 c. Once a job has been contracted out, any
27 modifications to the original specifications
28 necessitating significant additions or
29 revisions shall be subject to discussion with
30 the Contracting Out Committee in
31 accordance with section 5(a).
32
- 33 4a. A regularly-constituted committee consist-
34 ing of not more than four (4) persons
35 (except that the committee may be enlarged
36 to six (6) persons by local agreements), half
37 of whom shall be members of the bargaining
38 unit and designated by the Union in writing
39 to Management and the other half
40 designated in writing to the Union by

1 Management, shall attempt to resolve
2 problems in connection with the operation,
3 application, and administration of the
4 foregoing provisions.
5

6 b. In addition to the requirements of Paragraph
7 5 below, such committee may discuss any
8 other current problems with respect to
9 contracting out brought to the attention of
10 the committee.
11

12 5. The Union Committee members will be
13 given notice by the Company members,
14 when the Company believes it should have
15 items of work performed by outside
16 contractors. Should the Union committee
17 members believe discussion to be necessary,
18 they shall so request the Company members
19 in writing within three (3) days (excluding
20 Saturdays, Sundays, and Holidays) after
21 receipt of such notice and such a discussion
22 shall be held within three (3) days
23 (excluding Saturdays, Sundays, and
24 Holidays) thereafter. The Company will
25 make whole the earnings of members of the
26 Contracting Out Committee, for lost time
27 from work while attending meetings of this
28 Committee, when such meetings are
29 requested by the Company. The Company
30 is responsible for reviewing with the Union
31 all the facts involved. Engineering or
32 Technical personnel will be utilized where
33 necessary, to assist in explaining the
34 technical factors.
35

36 Should the committee resolve the matter,
37 such resolution shall be final and binding.
38 Should a discussion be held and the matter
39 not be resolved, or in the event a discussion

1 is not held, then within thirty (30) days from
2 the date of the Company's notice, a
3 grievance relating to such matter may be
4 filed in Step 2 under the grievance and
5 arbitration procedure. Should the Company
6 committee members fail to give notice as
7 provided above, then not later than thirty
8 (30) days from the date of the
9 commencement of the work or point of
10 discovery, a grievance relating to such
11 matter may be filed under the grievance and
12 arbitration procedure.
13

14 The Union also expressed concern over the
15 possible lack of notification of the
16 Company's intent to contract out work and,
17 in some instances, the possible lack of
18 adequate time to consider the facts involved
19 in the contracting out of work. In view of
20 this concern, the Company agrees to the
21 following:
22

- 23 a. The Company will discuss contracting out
24 decisions in advance of making such and
25 will allow adequate time for the Union to
26 consider the facts presented by the Company.
27 In the event of an emergency, such advance
28 notice shall not be required; however, notice
29 of the items of work performed by outside
30 contractors shall be given by the Company
31 as soon as possible.
32
- 33 b. Failure of the Company to comply with
34 Paragraph (a), will constitute a violation of
35 the Company contracting out notification
36 commitments and the work in question will,
37 therefore, not proceed until the Union has
38 been properly notified and due consideration

1 given to their suggestions, which shall be
2 made promptly.

- 3
4 c. If, however, discussion does not take place
5 with appropriate Union representatives, then
6 the appropriate Production and Maintenance
7 employees will either be assigned to perform
8 the work, if it has not been performed, or
9 will be compensated as if they had
10 performed the work. In the event employees
11 on layoff are those to be compensated in
12 accordance with this Understanding, such
13 compensation shall be reduced by monies
14 received that would otherwise not have been
15 received had the employees actually
16 performed the work (other employment,
17 etc.)

- 18
19 6a. An employee included in the Initial Base
20 Force Manning Level of 600 employees
21 shall receive a full work week at his
22 Standard Hourly Base Wage Rate so long as
23 there are employees of contractors working
24 in the Plant performing work which would
25 otherwise be performed by such employee.
26 This commitment shall apply only to those
27 covered Plant employees who receive less
28 than a full work week and would otherwise
29 perform the work so long as they have the
30 ability, qualifications and physical fitness
31 and are available for work. The number of
32 employees protected by this commitment
33 will not exceed the lesser of the number of
34 contractor employees of similar skill or
35 alternatively exceed the sum of the number
36 of Plant employees covered hereunder who
37 are working less than a full work week plus
38 the number of such employees who are on
39 layoff. The recipients and distribution shall

1 be determined by the local parties. Such
2 commitment shall not be applicable with
3 respect to outside contractors' employees
4 working in the plant on new construction
5 including major installation, major
6 replacement, and major reconstruction of
7 equipment and productive facilities. This
8 section 6a. shall not be construed as
9 permitting the Company to contract out the
10 work that a laid-off employee could perform
11 so long as it pays that employee a full work
12 week at his Standard Base Wage Rate.

13
14 b. The following Outside Contracting
15 Notification shall be used during the term of
16 this Contract, except as provided for in
17 paragraph (c) below.

18 c. The company shall utilize the following
19 "Company Courtesy Notification" form
20 prior to contracting out items listed below:
21

- 22 1. Security / Guard services including
23 equipment.
 - 24 2. Janitorial Services.
 - 25 3. Medical Services.
 - 26 4. Air control scrubber routine cleaning.
 - 27 5. Grass and shrubbery cutting, including
28 weed control.
 - 29 6. Office equipment repair.
 - 30 7. Communication device repair requiring
31 FCC license.
 - 32 8. Insect, bird and rodent control.
 - 33 9. Asphalt paving.
 - 34 10. Unloading of pitch and lime trucks
35 (excluding railcars).
 - 36 11. Fire protection systems inspections.
 - 37 12. Heat stress water cart drivers.
 - 38 13. Roof repairs.
- 39

1 **OUTSIDE CONTRACTING NOTIFICATION**

2
3 TO: _____ DATE: _____
4 (Chairman, Outside Contr. Committee)

5
6 FROM: _____
7 (Plant Manager or Designee)

8 CC: Union
9 Company

10 I. COMPANY WHICH WILL PERFORM WORK:

11 _____

12 LOCATION WHERE WORK PERFORMED:

13 _____

14 DATE WORK EXPECTED TO COMMENCE:

15 _____

16 ESTIMATED TIME TO COMPLETE WORK:

17 _____

18 _____

19 _____

20 _____

21 _____

22 REASON FOR CONTRACTING OUT WORK:

23 _____

24 _____

25
26 II. UNION RESPONSE: UNION REQUESTS MEETING []
27 UNION AGREES: []

28
29 UNION POSITION:

30 _____

31 _____

32 _____

33 _____

34
35 III. DISPOSITION:

36 _____

37
38 UNION ACCEPTS POSITION OF THE COMPANY: []

39 UNION REJECTS: []

40

1 **Company Courtesy Notification**
2 **Contracting Out**

3 **DATE:** _____

4 **TO:** _____

5 (Chairman, Outside Contr. Committee)

6 **FROM:** _____

7 (Maintenance Manager or Designee)

8 **CC: Union**

9 **Company_**

10
11 **Identification of Work to be Performed:**

- 12
- | | | | |
|--|--------------------------|--|--------------------------|
| a. Security / Guard services including equipment | <input type="checkbox"/> | h. Insect, bird and rodent control | <input type="checkbox"/> |
| b. Janitorial Services | <input type="checkbox"/> | i. Asphalt paving | <input type="checkbox"/> |
| c. Medical Services | <input type="checkbox"/> | j. Unloading of pitch and lime trucks (excluding railcars) | <input type="checkbox"/> |
| d. Air control scrubber routine cleaning | <input type="checkbox"/> | k. Fire protection systems inspections | <input type="checkbox"/> |
| e. Grass and shrubbery cutting, including weed control | <input type="checkbox"/> | l. Heat stress water cart drivers | <input type="checkbox"/> |
| f. Office equipment repair | <input type="checkbox"/> | m. Roof repairs | <input type="checkbox"/> |
| g. Communication device repair requiring FCC license | <input type="checkbox"/> | | |

13 Company which will perform the work: _____

14 Date work expected to commence: _____

15 Estimated length of current contract: _____

16

1 **ARTICLE 25**
2 **PLANT CLOSING PROGRAM**

3
4 I. Notice, Discussion, and Feasibility Study

5
6 A. The Company shall provide ninety (90) days
7 written notice, if circumstances permit, to the
8 International Union of its intention to
9 permanently close the plant or major operating
10 department. In the event of such notice, the
11 parties shall immediately commence discussions
12 regarding the impact which the closing will have
13 on affected employees. At the Union's request,
14 the Company shall explain the basis for its
15 decision to close the plant or major operating
16 department.

17
18 B. Without being obligated to bargain over its
19 decision to permanently close the plant or major
20 operating department, the Company shall
21 consider any proposals of the Union which may
22 either postpone or avoid the necessity for the
23 closing for affected employees. At the Union's
24 request, the Company will share equally with the
25 Union any reasonable costs not paid by any
26 public agency for one feasibility study, not to
27 exceed \$25,000 as the Company's share, to
28 determine whether there are alternative uses of
29 the plant, or alternative forms of ownership
30 including employee ownership, which would
31 preserve job opportunities at the plant.

32
33 II. Designation of Representatives

34
35 A. If the plant or major operating department is to be
36 permanently shut down, the Company and the
37 Union will designate appropriate representatives
38 at the location to coordinate such activities as:

- 1
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 - 39
- (1) liaison with Federal, State, and local governmental officials who have some relationship to the assistance of affected employees in an effort to focus governmental support for the affected employees;
 - (2) personal contact with affected employees to assess needs and personal preferences in terms of assistance.

III. Transition Programs

- A. In the event of the permanent shutdown of the plant, or a substantial layoff at the plant location, the Company and International Union representatives shall meet to determine whether appropriate Federal, State, or local government funds are available to establish an employee training, counseling, and placement assistance program for that facility.
- B. If such funds are available, the Company and Union shall work jointly to secure such funds to establish a program to provide alternative job training for affected employees for job opportunities, counseling for affected employees on available benefit program, and job opportunities possibly available.
- C. In implementing such program, the Company will cooperate with the involved Local Union and State unemployment agency, other appropriate public or private employment agencies, and area employers in an effort to seek job opportunities for displaced employees. To further assist affected employees, both the Company and the Union will designate specific representatives at the time of any permanent plant closing or

1 substantial extended layoff to answer questions
2 by employees pertaining to their rights under the
3 basic Labor Agreement and various benefits
4 programs.

5
6 **ARTICLE 26**
7 **MISCELLANEOUS ITEMS**
8

9 I. Orientation – New Employees
10

11 A. The parties recognized the mutual desirability of
12 establishing a coordinated program of orientation
13 for new employees at the time of hire or in the
14 course of pre-employment processing.
15

16 B. Accordingly, during the term of this Agreement,
17 the Headquarters of the International Union will
18 develop an appropriate education program of not
19 more than two hours' duration designed for
20 presentation by representatives designated by the
21 Union in facilities provided by the Company.
22 The Union will consult with the Company in the
23 development and implementation of the program.
24 It is further understood that the local parties will
25 coordinate the Union orientation sessions as to
26 content and timing with the Company orientation
27 program. All materials, papers, texts, visual aids
28 and other education or informational aids for the
29 Union Orientation program will be furnished by
30 the Union at its expense. Any other costs
31 incidental to the program shall be paid by the
32 Company.
33

34 II. Periodic Meetings
35

36 A. So that the parties may maintain close liaison to
37 provide mutual attention to the administration
38 and application of this Agreement it is agreed to
39 meet periodically and to have those persons in

1 attendance who are responsible for the matters set
2 forth above.

- 3
4 B. Safety and Health matters arising under Article
5 16 of this Agreement shall, at the request of
6 either party be placed on the agenda for
7 discussion and review at these periodic meetings.
8

9 III. USW-PAC Check-off

- 10
11 A. The Company has agreed that it will check off
12 and transmit to the Treasurer of the USW-PAC
13 all contributions to the USW Political Action
14 Fund from the earnings of those employees who
15 voluntarily authorize such contributions on forms
16 provided for that purpose by the USW-PAC. The
17 amount and timing of such check-off deductions
18 and the transmittal of such voluntary
19 contributions shall be as specified in such forms
20 and in conformance with any applicable State or
21 Federal statute.
22

- 23 B. The signing of such USW-PAC check-off form
24 and the making of such voluntary annual
25 contributions are not conditions of membership in
26 the Union or of employment with the Company.
27

- 28 C. The Union shall indemnify and hold the
29 Company harmless against any and all claims,
30 demands, suits, or other forms of liability that
31 shall arise out of, or by reason of, action taken or
32 not taken by the Company for the purpose of
33 complying with any of the provisions of this
34 Agreement.
35

- 36 D. The United Steelworkers Political Action
37 Committee supports various candidates for
38 Federal and other elective office, is connected
39 with the United Steelworkers, a labor

1 organization, and solicits and accepts only
2 voluntary contributions, which are deposited in
3 an account separate and segregated from the dues
4 fund of the Union, in its own fund-raising efforts
5 and in joint fund-raising efforts with the AFL-
6 CIO and its Committee on Political Education.
7

8 E. Check-off Mechanism
9

- 10 (1) The Company shall provide for a voluntary
11 check-off, in the amount specified in the
12 USW-PAC check-off authorization form
13 provided by the Union, only at those plants
14 where the Union is the recognized collective
15 bargaining agent and only for those
16 employees who are so represented by the
17 Union.
18
- 19 (2) USW-PAC payroll deductions will be
20 allowed in increments of \$.25 on a weekly
21 basis only. Deductions based on
22 authorization cards provided to the
23 Company three (3) weeks in advance of
24 each calendar quarter will be commenced at
25 the beginning of each such quarter.
26
- 27 (3) The amounts so deducted shall be remitted
28 at the end of the month following each
29 calendar quarter to the Treasurer of the
30 United Steelworkers Political Action Fund,
31 Five Gateway Center, Pittsburgh, PA
32 15222. Such submittal shall include a
33 printout listing the employee, their social
34 security number and the amount of
35 deductions for each of such employees. The
36 authorization form, as well as the nature of
37 the political action fund, i.e., limited to
38 Federal candidates or a mixed purpose fund
39 for Federal, State and local candidates, shall

1 conform to any applicable State or Federal
2 statute.

3
4 (4) The Union shall indemnify and hold the
5 Company harmless against any and all
6 claims, demands, suits or other forms of
7 liability that shall arise out of, or by reason
8 of, any action taken by the Company under
9 this provision, or in reliance on any list,
10 notice, or authorization furnished by the
11 Union under this provision. The Union also
12 agrees that any solicitations made for
13 participation in this program shall be done in
14 compliance with the applicable local plant
15 rules.

16
17 (5) Under the Federal Election Campaign Act,
18 "the Act", the Company is obligated to
19 charge for, and the Union agrees to
20 reimburse the Company for, the expenses
21 the Company incurs in making this check-
22 off deduction. In that regard the Company
23 shall after each quarterly computer run of
24 the employee's deductions submit to the
25 Treasurer of the USW-PAC a bill for \$25 for
26 expenses incurred by the Company in
27 making the deductions and producing a
28 computer run of the employees' deductions.
29 The Union's reimbursement check should be
30 payable to the Company and mailed to the
31 Corporate headquarters.

32
33 F. This provision shall remain in effect for the
34 duration of this Agreement or until the Act or the
35 regulations promulgated there under, are
36 amended to prohibit the undertakings set forth in
37 this provision, whichever shall first occur.
38

1 IV. Deduction for SOAR Dues and Retiree PAC
2 Contributions

3
4 A. Notwithstanding any other provisions of this
5 Agreement, the Company during the life of any
6 collective bargaining agreement applicable to
7 employees covered by this Agreement shall
8 deduct dues and PAC contributions from any
9 monthly retirement benefit otherwise payable to
10 any retired employee who shall have duly
11 authorized such deduction(s) as a member of the
12 Steelworker Organization of Active Retirees
13 (SOAR) on a form acceptable to the Company to
14 the extent permitted by applicable Federal and
15 State laws and regulations and to remit such
16 amounts to the Treasurer of the United
17 Steelworkers and, where appropriate, to the
18 Treasurer of the United Steelworkers PAC Fund.

19
20 B. The Union shall indemnify and save the
21 Company harmless against any and all claims,
22 demands, suits, or other forms of liability that
23 shall arise out of or by reason of action taken or
24 not taken by the Company for the purpose of
25 complying with any provisions of these
26 understandings or in reliance *on* any list, notice
27 or assignment furnished under any of such
28 provisions.

29
30 V. Voter Registration

31
32 The month of August in each calendar year will be
33 designated for the purpose of registering voters.
34 Permission will be given for Local Union officers and
35 committee members to solicit these signings in the
36 covered area between Human Resources and the
37 Guard House as well as parking lots. The intent of
38 this paragraph is not to impede production.
39

1 VI. Effective Date of 2010-2015 CBA

2
3 The term of this agreement is from April 1, 2010, until
4 12:01 a.m. on April 1, 2015. The parties have agreed
5 that the only terms of the Agreement that are
6 retroactive from the ratification date of December 22,
7 2010 to April 1, 2010, are the wage increases required
8 by Article 4 and contained in Appendix A. All other
9 terms of the agreement become effective on the
10 ratification date. Except where used to refer to the
11 aforementioned wage increases, the term “effective
12 date” when used in this Agreement means the
13 ratification date.

14
15 **ARTICLE 27**
16 **TRAINING PROGRAM**

17
18 I. Introduction

19
20 A. The Company and the Union recognize the
21 mutual advantages in developing and training
22 interested and qualified employees to fulfill the
23 need for skilled workers. In keeping with this
24 objective and their mutually recognized
25 responsibilities, it is agreed that full and fair
26 opportunity for advancement through organized
27 and supervised training programs will be
28 provided to interested and qualified employees in
29 order to meet present and future demand for
30 skilled workers, as determined by the Company.

31
32 B. Further, it is recognized that work requirements
33 and training facilities may vary and that the basic
34 aim of the training program is to develop
35 personnel who are qualified to perform the full
36 range of repair and maintenance tasks required at
37 the plant. Nevertheless, the job classifications
38 and the Job Descriptions for specified
39 occupations shall continue to be uniformly

1 effective and applicable during the term of these
2 guidelines.

- 3
4 C. The Apprenticeship Program shall conform to the
5 minimum guidelines set forth in Sections II –
6 XXI of this Article.

7
8 II. Qualifications

- 9
10 A. Applicants for training program must meet the
11 following minimum requirements:

- 12
13 1. Be a full time employee of the Company;
14
15 2. Have satisfactorily completed job-related
16 written and practical certification tests at the
17 senior level;
18
19 3. Be physically able to satisfactorily perform
20 the essential functions of the job involved
21 when reasonable accommodations are
22 provided;
23
24 4. Be eligible to bid under the eligibility
25 requirements of the Job Bidding & Posting
26 Procedure;
27
28 5. Have satisfactorily completed simulated
29 work exercises;
30
31 6. Be a high school graduate or have a GED
32 diploma.

33
34 III. Advisory Team

35
36 The Training Program will be under the direction of
37 an Advisory Team to consist of three representatives
38 appointed by the Company and three representatives
39 appointed by the Union.

1 IV. Selection Process

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- A. The need for trainees under this program will be determined by the Company. Openings will be filled according to Article 11 by contacting the most senior employee who has passed the certification test at the senior level for the specific craft opening. Applicants meeting the minimum requirements will be selected in accordance with the applicable seniority provisions without regard to race, creed, color, national origin, sex, age and occupationally irrelevant physical requirements until all open positions are filled.
- B. Applicants for the training program shall be verbally examined with respect to previous training and/or experience and perform a series of simulated work related exercises to determine the employees' potential to finish the program.
- C. Employees successfully entering into the program shall be moved to the Maintenance Department for hands on training once they have been in the program for at least 12 months and/or successfully completed two (2) classes and have approval of the Advisory Team. The Advisory Team shall not prohibit employees entering into the program due to budget or monetary reason.

V. Trial Period

The first thirty (30) days actually spent in the hands on phase of the training program shall be considered a trial period during which either the Company or the trainee may terminate the trainee's participation in the program. Trainees, whose training program has been terminated during this period, will be returned to their original job from which they came.

1 VI. Release From Training Program

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- A. In addition to the trial period described in Section V, employees may, within the initial 3-month period of hands on training, elect to return to their previous section. Employees not allowed to return to their previous job would be placed in the lowest rated job within that section. During the initial 3-month period, trainees may elect to return to their previous Section for the following reasons only: (1) have failed to adequately perform the necessary duties as assigned or (2) dissatisfaction with the program.
- B. During the first 6 months in the program, the Company may request that the trainee be returned to the trainee's previous department with no loss in seniority. Employees displaced from the program at the Company's request would be allowed to return to their previous job.
- C. Any request for release from the training program not addressed above would be based on the recommendation of the Advisory Team.

VII. Job Bidding

- A. An employee in a training classification will be eligible for consideration for any opening created by an employee being released from a different training field, provided it was during the initial 20 weeks of the training program. Any vacancy created after the start of the training program would be filled under the original selection procedure.
- B. An employee accepted into the training program who subsequently leaves the program will be ineligible for bidding into any future training

1 openings unless the reason for leaving the
2 program was due to a justifiable extenuating
3 circumstance.

- 4
5 C. Eligibility for employees in the training program
6 to bid to other openings will be subject to the
7 requirements of the Job Bidding & Posting
8 Procedure.

9
10 VIII. Terms Of Training

- 11
12 A. The total duration of this training program shall
13 be a minimum of 24 months plus the sum of any
14 required extension periods specified in the
15 agreement. The employee shall remain in his
16 current job while attending classes until such
17 time he completes the initial two (2) classes. The
18 employee shall complete the initial two (2)
19 classes within the first twelve (12) month period
20 he is in the program unless an extension is
21 approved beforehand by the Advisory Team.
22 Completion of the full curriculum typically
23 requires 2.5 to 3 years. All hours worked, regular
24 vacation, leaves of absence of 14 days or less,
25 and paid holidays not worked shall be credited
26 toward completion of the total training program
27 as required. The total duration of the training
28 program may be shortened due to extraordinary
29 circumstances as deemed applicable by the
30 Advisory Team.

- 31 B. Trainees will not be allowed to take the written or
32 hands on test until he has completed two (2)
33 years On the Job Training in the Maintenance
34 Department and required classes.

35
36 IX. Related Instruction

- 1 A. Trainees will be required to attend and/or
2 satisfactorily complete the required number of
3 hours of related classroom instruction and home
4 study material that is outlined for them based on
5 the results of the certification test. Any
6 subsequent deficiency revealed during on-job-
7 training sessions may require additional classes in
8 order to satisfy the job requirements. The
9 Advisory Team may find it necessary to alter the
10 hours of classroom work required in any rotation
11 period and hereby reserves the right to do so.
12 The Advisory Team shall arrange for and outline
13 all courses of related instruction which may be
14 given at vocational schools, in Plant classrooms
15 or approved home study courses.
16
- 17 B. The Company shall obtain instructors for such
18 related training courses based on their ability to
19 instruct and their knowledge of the machinery
20 and work function involved. The trainees shall
21 be assigned to a counselor for the duration of the
22 training period to provide advice and instructions
23 to insure compliance with all requirements of the
24 training program.
25
- 26 C. Time spent by the trainee on supervised, related
27 training courses during working hours shall be
28 paid for at the trainee's applicable training rate.
29
- 30 D. The cost of any outside related instruction
31 deemed necessary by the Company, including
32 necessary books, will be paid by the Company.
33

34 X. On-The-Job Training
35

- 36 A. On-the-job training shall be the responsibility of
37 the supervisor as assigned by the general
38 supervisors. It shall be the responsibility of the
39 supervisor to assign productive on-the-job work,

1 which the trainee can perform individually or
2 working with qualified skilled employees.
3 Supervisors will be furnished a detailed checklist
4 of training requirements for each specific area.
5 Since the employees are classified in a trainee
6 status, it is important that their working role
7 be clearly understood. Trainees are students and
8 the department is their school. The primary
9 reason for them being there is to learn the job.

- 10
11 B. Instruction of the trainee will follow the sequence
12 deemed best suited to the volume and type of
13 work common to the job. The schedule of
14 training courses may be altered as deemed
15 necessary in order to provide changes in work
16 schedules or in area responsibilities.

17
18 XI. Periodic Review of Progress

- 19
20 A. The progress of each trainee shall be reviewed at
21 the completion of the initial 30-day trial period
22 and subsequently at the end of each area
23 assignment. Should a review reveal
24 unsatisfactory progress on the part of the trainee,
25 the Advisory Team will determine whatever
26 action they consider appropriate. The Human
27 Resources Manager and Local Union
28 President or his designee will be consulted before
29 any action is taken. The Advisory Team shall
30 arrange such job-related tests as are necessary to
31 determine the trainee's progress in required work
32 skills and related technical knowledge.
33
34 B. The Advisory Team will review the trainee's
35 progress monthly and hold quarterly review
36 meetings with the trainee.

37
38 XII. Probation

1 A. The Company will maintain records for each
2 trainee's performance in all phases of training.
3 Employees will be evaluated as trainees (not as
4 crafts persons) on their job performance in the
5 work area, classroom instruction and written
6 examinations. Trainees who fail to pass such
7 progress examinations, have not progressed
8 satisfactorily with their work on the job, do not
9 have passing grades on the classroom
10 instructions, or are not current with their related
11 classroom or correspondence course, shall be
12 placed on probation for a period not to exceed six
13 months and shall not have their rate of pay
14 increased.

15
16 B. Trainees may be re-examined at the mid-point of
17 the probationary period in those phases of their
18 training in which they are unsatisfactory. If they
19 are then found satisfactory, they will be reinstated
20 and their probation period will be ended.

21
22 XIII. Rates of Pay

23
24 Trainees shall enter the program and receive the wage
25 rate of the job class to which they are currently
26 assigned for the first twelve (12) months or until
27 entering the Hands On Phase of the training. Trainees
28 shall receive the wage rate for each phase of the
29 program as follows:

30

	Maintenance	
	Mechanic	
	Machinist &	Garage
	<u>Electrician</u>	<u>Mechanic</u>
35		
36	Hands On Phase	
37	of Program	Job Grade 20 Job Grade 19
38		
39	After successful	

1 Completion of
2 program and
3 waiting to bid
4 to an "A" Opening Job Grade 22 Job Grade 21
5

6 XIV. Bidding
7

- 8 A. Mechanics, Machinists & Electricians – At the
9 successful completion of the training program,
10 trainees will be classified as a "B" Mechanic, "B"
11 Machinist or "B" Electrician and will be eligible
12 to bid for an "A" class job in his field as an
13 opening occurs. If there are not "A" class
14 openings at the time they complete the program,
15 the employee will remain at Job Grade 22 until
16 they successfully bid into an "A" opening.
17
- 18 B. Garage Mechanics – At the successful
19 completion of the training program, trainees will
20 be classified as a "B" Garage Mechanic and will
21 be eligible to bid for an "A" class job in their
22 field as an opening occurs. If there are no "A"
23 class openings at the time they complete the
24 program, the employee will remain at Job Grade
25 21 until they successfully bid into an "A"
26 opening.
27
- 28 C. All trainees will be required to pass a written
29 exam for their craft to be eligible for bidding into
30 the "A" classification.
31

32 XV. Reduction in Force
33

- 34 A. If a reduction in force other than a temporary
35 reassignment becomes necessary in a particular
36 Maintenance classification, any employee in the
37 training program in that classification would be
38 displaced in order of least amount of credited
39 time in the program by plant seniority before a

1 classified Maintenance employee would be
2 displaced.

3
4 B. Paragraph A above constitutes the only deviation
5 from the normal reduction in force and layoff
6 procedures outlined in Article 10.

7
8 XVI. Recall

9
10 A recall of trainees would be conducted in order of the
11 trainee with the most credited time in the program
12 (excludes leaves and probation time). A trainee will
13 be subject to recall only after all classified
14 Maintenance personnel have been recalled in each
15 specific classification where laid-off trainees exist.

16
17 XVII. Vacation

18
19 Vacations for the training participants in the first
20 twelve (12) months will be scheduled in their current
21 section based on established sectional procedures.
22 Training participants in the Hands On portion of the
23 training will schedule vacation as a group and will not
24 be scheduled in conjunction with the Maintenance
25 Department until they are classified as "A" class.
26 Except as noted, vacations for the training group will
27 be scheduled in accordance with the procedures as
28 outlined in the labor agreement and other departmental
29 rules.

30
31 XVIII. Overtime

32
33 Participants in the Training Program will not share in
34 any overtime that is offered within the Maintenance
35 group during their tenure in the program. However,
36 overtime may be offered to the trainees' group if it is
37 deemed necessary by the Maintenance Supervisor. An
38 overtime roster will be kept and overtime hours will
39 be distributed evenly within the group.

1 XIX. Hours of Work

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The trainees' daily and weekly schedules, work assignments, overtime and shifts are subject to plant operating and training conditions.

XX. General

- A. The company reserves the right to hire qualified employees directly into any Maintenance classification whether or not there are trainees in the program.
- B. The rates of pay and progression steps for trainees shall be determined according to Section XIII of this agreement.
- C. Except as noted in this outline each participant is subject to the existing work rules.
- D. The company will maintain adequate records to be examined by the trainee upon request.
- E. Performance appraisals will normally be given at the completion of each rotation assignment with the option of giving these more or less often.
- F. Employee must sign an authorization for release of school records upon request.
- G. Employees will be required to procure, at their own expense, all tools necessary for training requirements as needed.
- H. The company will issue to the trainee a certificate of completion upon satisfactory completion of the Training Program.

1 **ARTICLE 28**
2 **TUITION REIMBURSEMENT**

3
4 I. Purpose

5
6 The purpose of the tuition reimbursement plan is to
7 aid and encourage eligible employees to supplement
8 their education on their own time in order to assist
9 them in maintaining and improving their working
10 skills.

11
12 II. Coverage

13
14 A. Eligible Employees – Regular, full-time
15 employees with two or more years of continuous
16 service are eligible to participate in the plan.
17 Such employees are eligible to receive
18 reimbursement in varying amounts for tuition
19 costs for eligible courses in which they
20 participate at their own request. In the event an
21 eligible employee quits or is discharged prior to
22 completion of an approved course of study, he
23 shall not be entitled to any financial assistance
24 under this plan.

25
26 B. Eligible Course – Eligible courses shall be
27 defined as courses which in the Company's
28 opinion, if successfully completed, will provide a
29 mutual benefit to the parties.

30
31 C. Prior Approval – Employees must make written
32 application on forms supplied by the Company,
33 and receive written approval by the Company,
34 prior to course registration, of the course to be
35 taken and the institution offering the course.

36 III. Financial Assistance
37

1 A. Application for reimbursement of tuition costs
2 shall be made on forms supplied by the Company
3 and forwarded to the Plant's Human Resources
4 department. The refund request form shall
5 include a statement from the school or sponsoring
6 authority indicating that the employee
7 satisfactorily completed the required work of the
8 study course (i.e. grade of "C" or better) and the
9 grade received (if any), and that the tuition
10 charges were paid in full by the employee.

11 B. Reimbursement for approved courses shall be
12 100% of tuition cost up to but not in excess of
13 \$1000 in any one year. This shall include
14 textbooks, breakage fees, equipment, etc.
15 Receipts for reimbursable expenditures must also
16 be presented prior to reimbursement.
17

18 C. Employees participating in the program who are
19 eligible to receive tuition benefits resulting from
20 service in the Armed Forces, Federal aid or
21 scholarship aid will be eligible to receive from
22 the Company only the difference of the portion of
23 tuition not covered by such benefits not to exceed
24 \$1000.
25

26
27 Where employees have been placed on layoff
28 subsequent to their having enrolled in an eligible
29 course, they shall be reimbursed for already incurred
30 costs of the course in which they are currently enrolled
31 in accordance with the provision of this Agreement.
32

33 **ARTICLE 29**
34 **NEUTRALITY AGREEMENT**

35
36 I. Neutrality
37

1 The Company places a high value on the continuation
2 and improvement of its relationship with the Union as
3 well as with all Century employees.

4 The Company knows from experience that when both
5 parties are involved in an organizing campaign
6 directed at unrepresented Company employees, there
7 is a risk that election conduct and campaign activities
8 may have a harmful effect on the parties' relationship.
9 Therefore, it is incumbent on both parties to take the
10 appropriate steps to insure that all facets of an
11 organizing campaign will be conducted in a
12 constructive and positive manner which does not
13 misrepresent to employees the facts and circumstances
14 surrounding their employment and in a manner which
15 neither demeans the Company or the Union as an
16 organization nor their respective representatives as
17 individuals. To underscore the Company's
18 commitment in this matter, the Company agrees to
19 adopt a position of neutrality, in the event that the
20 Union seeks to represent at any Affiliate of the
21 Company non-represented employees of the Company
22 performing Production and/or Maintenance work.

23
24 Neutrality means that the Company shall neither help
25 nor hinder the Union's efforts during an organizing
26 campaign; nor will it in providing information or in
27 expressing an opinion demean the Union as an
28 organization or its representatives as individuals.
29 Also, the Company shall not provide any support or
30 assistance of any kind to any person or group opposed
31 to Union organization.

32
33 Consistent with the above, the Company reserves the
34 right to communicate fairly and factually to employees
35 in the unit sought concerning the terms and conditions
36 of their employment with the Company and
37 concerning legitimate issues in the campaign.

38

1 For its part, the Union agrees that all facets of its
2 organizing campaign will be conducted in a
3 constructive and positive manner that does not
4 misrepresent to the employees the facts and
5 circumstances surrounding their employment and in a
6 manner which neither demeans the Company as an
7 organization nor its representatives as individuals.
8 The Company commitment and obligation to remain
9 neutral is predicated on this conduct.

10
11 II. Scope of this Neutrality and Recognition Agreement

12
13 For the purposes of this Agreement, the term
14 "Company" also includes any Affiliate of the
15 Company, and the obligations and commitments in
16 this letter applicable to the Company are applicable to
17 any Affiliate of the Company.

18
19 For the purposes of this Agreement, "Affiliate" means
20 any business entity in which the Company directly or
21 indirectly owns more than 50% of the voting stock and
22 has operating responsibility.

23
24 III. Dispute Resolution

25
26 Any alleged violations of this Agreement, as well as
27 any disputes involving the Company's neutrality,
28 alleged Union misrepresentations or misconduct
29 during a campaign or definition of the appropriate
30 unit, shall be brought to Company and Union
31 designees. If the alleged violations or dispute cannot
32 be satisfactorily resolved by the parties, either party
33 may request that an arbitrator be selected in
34 accordance with Article 12 VI to resolve such dispute.
35 The arbitrator shall render his decision on the parties'
36 dispute at a hearing to be held within thirty (30) days
37 of the making of the request at a site mutually
38 agreeable to the parties.
39

1 IV. Bargaining in Newly Recognized Units

2
3 In the event the Union is certified as the collective
4 bargaining agent after a secret ballot election
5 conducted by the National Labor Relations Board, the
6 parties shall meet within Sixty (60) days to begin
7 negotiations for a Collective Bargaining Agreement
8 covering the new bargaining unit.

9
10 V. Notice of Intent to Organize

11
12 The Union will give the appropriate Company official
13 written notice of the Union's intent to organize a
14 facility subject to this Neutrality Agreement.

15
16 Upon receipt of such notice, the Company shall meet
17 with the Union to exchange information that might be
18 pertinent to an organizing effort. During this meeting,
19 the parties will discuss the scope of the proposed
20 Collective Bargaining Unit, employees to be excluded
21 from the unit, campaign issues, etc. Union access to
22 the plant may also be addressed at this notice of intent
23 meeting. The Company reserves the right to challenge
24 any issues relating to the scope and makeup of the unit
25 sought by the union by invoking the dispute resolution
26 procedure described above. To minimize disputes
27 about the scope of Collective Bargaining Units, the
28 Company and the Union agree that the National Labor
29 Relations Board's case law regarding the composition
30 of Collective Bargaining Units is incorporated into
31 this Neutrality Agreement by reference. Upon
32 reaching an agreement on all outstanding issues, the
33 Company will give the Union a list of the names and
34 addresses of the Production and Maintenance
35 employees in the agreed-upon proposed Collective
36 Bargaining Unit, as well as a description of their
37 wages and benefits.

38

1 Upon receiving the Union's notice of intent to
2 organize, the Company may send a letter to members
3 of the proposed Collective Bargaining Unit describing
4 the neutrality process contained in this Agreement, as
5 well as the implications of signing a Union
6 Authorization Card.
7

8 VI. Campaign Period and Union Access to Company
9 Facilities

10
11 The campaign period shall not exceed ninety (90) days
12 and shall commence upon the Union's receipt of the
13 names, addresses and wage and benefit information
14 described above in Section E. The Company and the
15 Union will agree upon reasonable times and
16 reasonable places at the plant premises where the
17 Union can campaign. The Company and the Union
18 will review all Company and Union campaign
19 literature prior to its distribution.
20

21 VII. Union Authorization Cards

22
23 For the purposes of this Neutrality Agreement, only
24 cards signed after the notice of intent has been served
25 may be counted as valid cards. The Union's
26 Authorization Cards will clearly state that the card
27 may be used for the purpose of obtaining:
28

- 29 A. An NLRB-sponsored election where a simple
30 majority of votes will create a duty to bargain;
- 31
- 32 B. A Secret Ballot Election conducted in
33 cooperation with the Company where a duty to
34 bargain will arise if the Union receives votes
35 from a majority of the eligible voters in the
36 proposed Collective Bargaining Unit.
37

38 VIII. Struckness Election
39

1 If, at any time during the campaign period, the Union
2 represents that it has obtained cards from a majority of
3 the employees in the agreed-upon Collective
4 Bargaining Unit, the parties will schedule a Secret
5 Ballot Election to take place no later than Fourteen
6 (14) days from such notice to the Company by the
7 Union. The Company will provide an opportunity for
8 both the Union and the Company to make short
9 presentations to groups of employees in the proposed
10 Collective Bargaining Unit. Such presentations will
11 be reviewed by the parties in advance.
12

13 After the presentations to the employees, the
14 employees will be given an opportunity to participate
15 in a Secret Ballot Election for the purpose of
16 determining whether the Union will represent
17 employees in the proposed Collective Bargaining
18 Unit. The election shall be conducted in accordance
19 with Strukness Construction Company, 165 NLRB
20 1062 (1967). This means: (1) the Union must
21 formally demand recognition and advise the Company
22 that it has authorization cards from a majority of the
23 employees in the agreed-upon proposed Collective
24 Bargaining Unit; (2) the employees must be told that
25 the purpose of the election is to determine whether the
26 Union has majority status; (3) the Company will give
27 employees assurances that there will be no reprisals
28 for engaging in protected activity; (4) the employees
29 will be polled by Secret Ballot; and (5) there may be
30 no Unfair Labor Practices or other activity that creates
31 a coercive atmosphere. The Company will recognize
32 the Union as the representative of the proposed/agreed
33 Collective Bargaining Unit if a simple majority of the
34 employees cast votes to be represented by the Union.
35

36 **ARTICLE 30**

37 **UNION REPRESENTATION AND ACTIVITIES**

38 I. Right To Confer With Union Representative 39

1 A bargaining unit member shall have the right to
2 request to see his Union representative or other
3 available official of the Union to discuss any matter
4 affecting his rights or privileges under the Agreement
5 and any such request shall not be unreasonably denied.
6 Such member shall not leave his job without the prior
7 consent of his supervisor.
8

9 II. Union Activities
10

11 A. For the purpose of conducting legitimate Union
12 business within the Plant, Local Union officials,
13 approximately 6, shall be allowed unpaid time for
14 the purpose of conducting such affairs provided
15 that such activity shall not interfere with the
16 normal operation of the Plant.
17

18 B. The Union shall notify the Company in writing of
19 the names of the Union officials, and of any
20 subsequent changes that may occur.
21

22 C. The Local Union President shall be entitled to
23 take time off without pay for the purpose of
24 conducting legitimate Local Union business.
25

26 D. A Union representative or other Union official
27 shall, upon request to his supervisor, be granted
28 time off from his job for a reasonable period of
29 time to investigate or attempt to settle a dispute,
30 or to discuss with a bargaining unit member any
31 matter affecting said member's rights or
32 privileges under the Agreement. Such Union
33 representative or official shall not leave his job
34 without the prior consent of his supervisor and
35 such consent shall not be unreasonably withheld.
36 Such time off shall be without pay unless the
37 presence of such representative or official is
38 requested by the Company.
39

- 1 E. Any Bargaining Unit employee who is required
2 to be off work for official Union business will
3 notify the Company, with a brief description of
4 the reason as soon as possible, prior to going on
5 Union business. Any such time off shall be
6 without pay.
7
- 8 F. The Company agrees to pay Union
9 Committeemen their scheduled straight time
10 Standard Hourly Base Wage Rate only for time
11 actually attending meetings of any Joint
12 Committee provided for in this Agreement.

13
14 III. Plant Access

15
16 A reasonable number of International Representatives
17 of the Union or officially elected or appointed Local
18 Union officials, and Grievance Committeemen, shall
19 have access to the Plant for the purpose of conducting
20 official Union business, provided however that such
21 access shall not interfere with the normal operation of
22 the Plant. The names of the aforementioned
23 individuals will be furnished in writing to the
24 Company and shall be kept current at all times. It is
25 further agreed that the designated individuals referred
26 to above will (i) register in and out at the respective
27 guard gate, and (ii) contact the appropriate Company
28 Representative being visited for the purpose of such
29 official Union business prior to conducting their
30 Union business.

31
32 IV. Leaves of Absence For Union Business

33
34 A. A leave of absence may be granted to an
35 employee who is a delegate or official of the
36 Union to attend a Union convention or other
37 similar Union meetings. A maximum of twelve
38 (12) employees may be granted such leave for up
39 to seven (7) business days without pay.

- 1 B. Leaves of absence for the purpose of accepting
2 positions with the International Union or Local
3 Union shall be available to a reasonable number
4 of employees. Adequate notice of intent to apply
5 for leave shall be afforded Management to enable
6 proper provision to be made to fill the job to be
7 vacated.
8
- 9 1) Leaves of absence for the purpose of
10 accepting positions with the International
11 Union shall be for a period not in excess of
12 three (3) years. A leave of absence may be
13 extended for an additional period equal to (i)
14 three years, or (ii) the excess, if any, of an
15 employee's length of continuous service at
16 commencement of the leave of absence over
17 three years, whichever is less. Such person
18 shall accumulate continuous service for
19 purposes of recall to employment and for all
20 other purposes under this Agreement, except
21 pensions, provided that subsequent to the
22 first day of the following month he shall not
23 be entitled to receive any contractual
24 benefits during the period of his leave of
25 absence or receive retiree health care
26 benefits from the Company if he is eligible
27 for coverage in the International Union
28 health care plan for retirees.
29
- 30 2) Leaves of absence for the purpose of
31 accepting an elective position with the Local
32 Union shall be for a period not in excess of
33 three years and may be renewed for further
34 periods of three years each.
35
- 36 C. Continuous service shall not be broken by the
37 leave of absence, except as set forth above with
38 respect to International Union leave of absence,
39 and will continue to accrue.

1 V. Bulletin Boards

2
3 The Company shall provide a reasonable number of
4 bulletin boards to be shared in accordance with the
5 current practice.

6
7 **ARTICLE 31**
8 **LOCAL ISSUES**

9
10 During the term of this Agreement, the Company shall
11 continue its current practices as to the following items:

- 12
- 13 1. The Fitness Center (excluding incentives)
- 14 2. Service awards (to be awarded after every five
- 15 (5) years of cumulative service)
- 16 3. Christmas gifts
- 17 4. Scholarships
- 18 5. Retirement gifts
- 19 6. The training facility and library
- 20 7. Safety awards
- 21 8. Fire brigade insurance
- 22 9. Grills, stoves and refrigerators (the use of grills
- 23 and stoves will not be abused)
- 24 10. Sports drinks
- 25 11. Pro-rating of vacation for employees who die or
- 26 retire
- 27 12. Sending of flowers to funeral home for relatives
- 28 covered under the funeral leave program
- 29 13. \$25.00 gift certificates to all graduates including
- 30 employees and dependents
- 31 14. Perfect attendance bonus – to be paid in cash
- 32 equivalent of bond value at purchase
- 33 15. Direct deposit at employee's option

34
35 **ARTICLE 32**
36 **SAVINGS PROVISION**

37
38 In the event that any portion of this Agreement is
39 found to violate any applicable Federal or State law,

1 the unlawful section shall be deemed to be severed
2 and shall not affect the validity of the remainder of
3 this Agreement. The parties shall promptly meet to re-
4 negotiate that portion of the Agreement found to be
5 unlawful.

6 **ARTICLE 33**
7 **TERMINATION**
8

9 Except as otherwise provided below, this Agreement
10 shall terminate sixty (60) days after either party shall
11 give written notice of termination to the other party,
12 but in any event shall not terminate earlier than 12:01
13 A.M., April 1, 2015. If either party gives such notice,
14 the parties shall meet within 30 days thereafter to
15 negotiate with respect to rates of pay, hours of work
16 and other terms and conditions of employment. If the
17 parties shall not agree with respect to such matters by
18 the end of sixty (60) days after the giving of such
19 notice, either party may thereafter resort to strike or
20 lockout, as the case may be, in support of its position
21 in respect to such matters as well as any other matter
22 in dispute, but not earlier than 12:01 A.M., April 1,
23 2015.
24

25 Any notice to be given under this Agreement shall be
26 given by registered mail and addressed to the
27 respective parties as follows:
28

29 Century Aluminum of	Ernest R. "Billy" Thompson
30 Kentucky GP	District 8 Director
31 P.O. Box 500	United Steelworkers, Paper
32 1627 State Rt. 271 North	and Forestry, Rubber,
33 Hawesville, KY 42348	Manufacturing, Energy,
34	Allied Industrial, and
35	Service Workers
36	International Union, AFL-
37	CIO. CLC,85 C.
38	Michael Davenport Blvd.
39	Suite B
40	Frankfort, KY 40601

1

2 **SIGNATURE PAGE**

3

4 NOTE: We need copy of a signed page so we can

5 capture the signatures

6

April 1, 2001

MEMORANDUM OF UNDERSTANDING

During the 2000 negotiations, the parties agreed that the position of process computer technician, is to be excluded from the bargaining unit and that in the future such position shall be staffed by no more than one person. In addition, the parties agreed as to the following division of duties between the process computer technician position and bargaining unit electrical maintenance personnel:

Duties of Computer Process Technician

- 1) All desktop systems
- 2) All network servers
- 3) All potline control units (tap and duct)
- 4) All network switches and hubs
- 5) All equipment in potline computer rooms
- 6) Problem location associated with computer systems
- 7) Network cable termination (fiber, twisted pair and coax)
- 8) Lay temporary wire for test hook up

Duties of Bargaining Unit Electrical Maintenance Personnel

- 1) Replace/add network and control cables
- 2) Replace/repair potline cell control solenoids
- 3) Replace/repair cell voltage sensing wires
- 4) Replace/repair Hoffman style housing for potline control units

David M. Lewis	Robert Pierson
Corporate Director	Staff Representative
Human Resources	

John "Steve" Janowick
Local Union President

1 October 16, 2002

2
3
4

5 Mr. Robert A. Pierson
6 Staff Representative
7 United Steelworkers
8 2441 Mayfair Drive
9 Owensboro, KY 42301

10

11 Re: Contracting Out and Laid Off Employees

12

13 Dear Mr. Pierson:

14

15 This is to confirm the parties' understanding reached during
16 the 2000 collective bargaining negotiations that in the event
17 of a layoff while a contracted-out project is in progress
18 Article 24 does not require that the Company assign
19 employees who would otherwise be laid-off to perform the
20 work or pay any such employee.

21

22 Very truly yours,

23

24

25

26 _____
27 George Kefeli

28 Director of Manufacturing Technology

May 1, 2006

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Mr. Robert A. Pierson
Staff Representative
United Steelworkers
2441 Mayfair Drive
Owensboro, KY 42301

Re: Safety Representatives Training

Dear Mr. Pierson,

This will confirm the understanding reached in negotiations that based on the assignments and duties of Safety Representatives, the Company will provide the opportunity for certain specialized training. The Company agrees that it shall enable such representatives to undertake, agreed upon training that will benefit the Union's membership and the Company's operations e.g. the annual Governor's Safety conference.

Dave Lewis
Corporate Director of Human Resources

June 29, 2006

1

2 Mr. Robert A. Pierson
3 Staff Representative
4 United Steelworkers
5 2441 Mayfair Drive
6 Owensboro, KY 42301

7

8 Re: 401(k) Participation

9

10

11

12

13 Dear Mr. Pierson,

14

15 This will confirm the understanding reached in
16 negotiations that Century Aluminum of Kentucky will
17 continue to provide at its own expense, a Company
18 noncontributory 401(k) with several investment options to
19 all bargaining unit employees as has been the practice since
20 4/1/01.

21

22

23

24

25 _____
Dave Lewis

26 Corporate Director of Human Resources

27

1 Mr. Robert A. Pierson
2 Staff Representative
3 United Steelworks
4 2441 Mayfair Drive
5 Owensboro, KY 42301

6
7

8 Re: Omissions or Errors in the Collective Bargaining
9 Agreement

10

11

12 Dear Mr. Pierson,

13

14 During the 2010 negotiations, it was agreed that all
15 omissions and errors in the Agreement would be corrected
16 as soon as possible and the Agreement would be modified
17 accordingly.

18

19

20

21 _____
22 Erich Squire
23 Human Resources Manager

July 21, 2010

1
2 Mr. Robert A. Pierson
3 Staff Representative
4 United Steelworkers
5 2441 Mayfair Drive
6 Owensboro, KY 42301

7
8 Re: Maintenance & Electrical Area/Shifts

9
10 Dear Mr. Pierson,

11
12 It is agreed that the following Maintenance and
13 Electrical areas/shifts will be used in the Maintenance Fruit
14 Basket procedure until October 1, 2011. The Company as
15 outlined in Article 11 §V retains the right to change the
16 area/shifts in the Maintenance Departments.

17
18 Mechanic

19 Utility & Unloading –	M-F Utility & Unloading – T-S
20 Potlines Days	Potline Nights
21 Air Control/Casthouse/ 22 Air Compressor	Carbon
23 Carbon – Rotating Days	Carbon – Unit 64
24 Hydraulic Shop	Fab & Field Days
25 Fab & Field Afternoons	Swing – “A” Shift – General
26 Swing – “A” Shift –	
27 Superstructure/General	Swing – “A” Shift – Unit 10
28 Swing – “B” Shift –General	Swing – “B” Shift –
29	Superstructure/General
30 Swing – “B” Shift – Unit 10	Swing - “C” Shift – General
31 Swing – “C” Shift –	
32 Superstructure/General	Swing – “C” Shift – Unit 10
33 Swing – “D” Shift – General	Swing – “D” Shift –
34	Superstructure/General
35 Swing – “D” Shift – Unit 10	

36
37 Electrical

38 Unit 8(A) (B) (C) (D)	Unit 9 (A) (B) (C) (D)
39 Unit 28	Carbon Plant Days

1	Rotating Days (a) (b) (c) (d)	Carbon Plant Midnights
2	Potline Midnights	Potline Days
3	RIC Crew	Rectifier
4	Electrician (Air Cond./	
5	Casthouse)	Unit 75 (A) (B) (C) (D)
6	Elect/Tech Days	Elect/Tech Day - Rectifier
7		
8	_____	
9	Dave Whitmore	
10	Manufacturing Manager	
11		

March 25, 2010

1
2 Mr. Robert A. Pierson
3 Staff Representative
4 United Steelworkers
5 2441 Mayfair Drive
6 Owensboro, KY 42301
7
8 Re: Arbitrator Panel
9

10 Dear Mr. Pierson,
11

12 This will confirm the understanding reached during the 2010
13 negotiations regarding the permanent panel for arbitrators for
14 Century Aluminum – Hawesville GP & United Steelworkers Local
15 9423. The permanent panel is as follows:
16

- | | |
|--|---|
| 17 1. David L. Beckman | 2. Terry Bethel |
| 18 8319 Croydon Circle | PO Box 2208 |
| 19 Louisville, KY 40222 | Bloomington, IN 47402 |
| 20 Office: (502) 426-5304 | Office: (812) 824-2047 |
| 21 Residence: (502) 426-3778 | Residence: (812) 332-9642 |
| 22 Fax: (502) 326-0293 | Fax: (812) 824-2057 |
| 23 | Email: bethel@indiana.edu |
| 24 | |
| 25 3. Matthew M. Franckiewicz | 4. Clare B. McDermott |
| 26 1789 S. Braddock Ave. – | 102 Youngwood Road |
| 27 Suite 540 | Pittsburgh, PA 15228 |
| 28 Pittsburgh, PA 15218 | Office: (412) 824-5740 |
| 29 Office: (412) 242-2200 | |
| 30 Email: mattfran@naarb.org | |
| 31 | |
| 32 5. Frank Keenan | |
| 33 841 Ludlow Avenue | |
| 34 Cincinnati, OH 45220 | |
| 35 Office: (513) 861-7095 | |
| 36 Fax: (513) 861-7044 | |
| 37 Email: fkeenan@fuse.net | |
| 38 | |

39 Sincerely,
40

41 _____
42 Erich Squire
43 Human Resources Manager
44

1 April 9, 2010

2

3 Mr. Robert A. Pierson

4 Staff Representative

5 United Steelworkers

6 2441 Mayfair Drive

7 Owensboro, KY 42301

8

9 Re: Mandatory Overtime & Holidays

10

11 Dear Mr. Pierson,

12

13 During the 2010 negotiations for a new collective
14 bargaining agreement, the Union voiced major concerns
15 regarding the additional manpower needed during the
16 holidays in the Casthouse due to Southwire shutdowns.
17 This need for additional manpower in the past has been
18 acquired by forcing Casthouse employees to work overtime,
19 requiring many of these employees to work many of the
20 recognized holidays.

21

22 Addressing this concern, the Company after
23 attempting to fill this need with voluntary overtime within
24 the Casthouse will schedule labor pool employees to fill
25 this need for additional manpower during Southwire
26 shutdowns.

27

28 Respectfully,

29

30

31 _____
Erich Squire

32 Human Resources Manager

33

1 October 12, 2010

2

3 John Beaver

4 President

5 USW Local 9423

6 P.O. Box 448

7 Lewisport, KY 42351

8

9

10 The Company agrees that prior to December 31, 2010 the
11 Company will identify and test areas within the Plant with
12 painted surfaces to identify if lead based paint is present.
13 These findings will be made available to the Union.

14

15 The Company will also by December 31, 2010 provide
16 employees working directly with or around lead based paint
17 appropriate training, tools and PPE to permit them to safely
18 perform such work per applicable standards and
19 regulations.

20

21 Sincerely,

22

23

24

25 _____
Dave Whitmore

26 Manufacturing Manager

27

Appendix A
Standard Hourly Base Wage Rates

Job Title	April 1, 2010 2.00%	April 4, 2011 2.00%	April 2, 2012 2.00%	April 1, 2013 2.25%	March 31, 2014 2.75%	Job Code	Job Grade
Production Apprentice (1 st 30 Calendar Days)	\$13.80	\$14.08	\$14.36	\$14.68	\$15.08	A001	
Helper	\$17.27	\$17.62	\$17.97	\$18.37	\$18.88	1402	2
Cruce Cleaner	\$17.77	\$18.13	\$18.49	\$18.91	\$19.43	1403	5
Service Worker	\$17.77	\$18.13	\$18.49	\$18.91	\$19.43	1403	5
Utility	\$17.77	\$18.13	\$18.49	\$18.91	\$19.43	1403	5
Utility - Bake	\$17.94	\$18.30	\$18.67	\$19.09	\$19.61		6
Tool Room Keeper	\$17.94	\$18.30	\$18.67	\$19.09	\$19.61	1499	6
Sampler	\$17.94	\$18.30	\$18.67	\$19.09	\$19.61	1405	6
Temp. Relief Supervisor	\$17.94	\$18.30	\$18.67	\$19.09	\$19.61	1440	6
Temp. Relief Supervisor	\$18.11	\$18.47	\$18.84	\$19.26	\$19.79	1445	7
Anode Cleaner	\$18.11	\$18.47	\$18.84	\$19.26	\$19.79	1462	7

Green Mill Assistant Operator	\$18.27	\$18.64	\$19.01	\$19.44	\$19.97		8
Machine Shop Utility	\$18.27	\$18.64	\$19.01	\$19.44	\$19.97	1502	8
Maintenance Attendant	\$18.27	\$18.64	\$19.01	\$19.44	\$19.97	1508	8
Mobile Equipment Operator	\$18.27	\$18.64	\$19.01	\$19.44	\$19.97	1408	8
Temp. Relief Supervisor	\$18.27	\$18.64	\$19.01	\$19.44	\$19.97	1407	8
Cleaning Machine Operator	\$18.27	\$18.64	\$19.01	\$19.44	\$19.97	1407	8
Scrubber Helper	\$18.27	\$18.64	\$19.01	\$19.44	\$19.97	1409	8
Potline Utility	\$18.27	\$18.64	\$19.01	\$19.44	\$19.97		8
Temp. Relief Supervisor	\$18.44	\$18.81	\$19.19	\$19.62	\$20.16	1450	9
Conveyor Operator	\$18.44	\$18.81	\$19.19	\$19.62	\$20.16	1411	9

Tool Assistant	\$18.44	\$18.81	\$19.19	\$19.62	\$20.16	1406	9
Saw Operator - Metal Services	\$18.60	\$18.97	\$19.35	\$19.79	\$20.33	1466	10
Scale Operator - Metal Services	\$18.60	\$18.97	\$19.35	\$19.79	\$20.33	1463	10
Temp. Relief Supervisor	\$18.60	\$18.97	\$19.35	\$19.79	\$20.33	1459	10
Pig Stacker Operator	\$18.60	\$18.97	\$19.35	\$19.79	\$20.33	1525	10
Cell Reliner - A	\$18.60	\$18.97	\$19.35	\$19.79	\$20.33	1483	10
Rodding Room Assistant - Center Operator	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1413	11
Metal Handler - Casting	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1414	11
Shipping Operator	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1601	11
Crane Operator - Bake	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1416	11

Temp. Relief Supervisor	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1460	11
Special Equipment Operator	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1506	11
Mixer Operator	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1420	11
Bath Crusher Operator	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1412	11
Molten Metal Driver	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1457	11
Shipper	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1439	11
Press Operator	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1419	11
Storeroom Clerk	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53	1421	11
Stub Saw Operator	\$18.78	\$19.16	\$19.54	\$19.98	\$20.53		11
Oiler	\$18.95	\$19.33	\$19.72	\$20.16	\$20.71	1461	12
Relief Worker	\$19.03	\$19.41	\$19.80	\$20.25	\$20.81	1464	10*

Chain Operator - Rodding	\$19.09	\$19.47	\$19.86	\$20.31	\$20.87		13
Repair Welder - Rodding	\$19.09	\$19.47	\$19.86	\$20.31	\$20.87	1422	13
Carrier Repair - Rodding	\$19.09	\$19.47	\$19.86	\$20.31	\$20.87	1422	13
Furnace Operator - Spray	\$19.09	\$19.47	\$19.86	\$20.31	\$20.87	1426	13
Temp. Relief Supervisor	\$19.09	\$19.47	\$19.86	\$20.31	\$20.87	1470	13
Cast Iron Furnace Operator - Rodding	\$19.27	\$19.66	\$20.05	\$20.50	\$21.06		14
South End Operator - Rodding	\$19.27	\$19.66	\$20.05	\$20.50	\$21.06		14
Special Equipment Operator - Rodding	\$19.27	\$19.66	\$20.05	\$20.50	\$21.06		14
Hartmann Operator	\$19.27	\$19.66	\$20.05	\$20.50	\$21.06	1423	14

Temp. Relief Supervisor	\$19.27	\$19.66	\$20.05	\$20.50	\$21.06	1477	14
On-Job Train - Maint. 2 Lindberg/Oxyfuel Furnace Operator	\$19.27	\$19.66	\$20.05	\$20.50	\$21.06	1512	14
Temp. Relief Supervisor	\$19.45	\$19.84	\$20.24	\$20.70	\$21.27	1478	15
Casthouse Operator	\$19.45	\$19.84	\$20.24	\$20.70	\$21.27	1600	15
Scrubber Operator	\$19.45	\$19.84	\$20.24	\$20.70	\$21.27	1428	15
Pig Caster Operator	\$19.45	\$19.84	\$20.24	\$20.70	\$21.27	1523	15
Assistant Utility Operator FCE-Equip Oper. - D.C. Unit	\$19.45	\$19.84	\$20.24	\$20.70	\$21.27	1529	15
FCE-Equip Oper. - Pig Caster	\$19.45	\$19.84	\$20.24	\$20.70	\$21.27	1522	15

Temp. Relief Supervisor	\$19.61	\$20.00	\$20.40	\$20.86	\$21.43	1479	16
Cell Reliner - B	\$19.61	\$20.00	\$20.40	\$20.86	\$21.43	1481	16
Unloading Operator	\$19.61	\$20.00	\$20.40	\$20.86	\$21.43	1418	16
On-Job Train-Maint. 3	\$19.61	\$20.00	\$20.40	\$20.86	\$21.43	1513	16
Furnace Operator - Bake	\$19.77	\$20.17	\$20.57	\$21.03	\$21.61	1425	17
Service Crafts Trainee	\$19.77	\$20.17	\$20.57	\$21.03	\$21.61	1410	17
Green Mill Operator	\$19.77	\$20.17	\$20.57	\$21.03	\$21.61	1429	17
Temp. Relief Supervisor	\$19.77	\$20.17	\$20.57	\$21.03	\$21.61	1480	17
Assistant Cell Operator	\$19.88	\$20.28	\$20.69	\$21.16	\$21.74	1503	15*
D.C. Caster	\$19.95	\$20.35	\$20.76	\$21.23	\$21.81	1430	18
Cell Reliner - C	\$19.95	\$20.35	\$20.76	\$21.23	\$21.81	1505	18
Temp. Relief Supervisor	\$19.95	\$20.35	\$20.76	\$21.23	\$21.81	1487	18

On-Job Train-Maint. 4	\$19.95	\$20.35	\$20.76	\$21.23	\$21.81	1514	18
Service Crafts Trainee 2	\$20.10	\$20.50	\$20.91	\$21.38	\$21.97	1415	19
Utilities Operator	\$20.10	\$20.50	\$20.91	\$21.38	\$21.97	1467	19
Temp. Relief Supervisor	\$20.10	\$20.50	\$20.91	\$21.38	\$21.97	1488	19
On-Job Train-Maint. 5	\$20.27	\$20.68	\$21.09	\$21.56	\$22.15	1515	20
Temp. Relief Supervisor	\$20.27	\$20.68	\$21.09	\$21.56	\$22.15	1489	20
Heavy Equipment Operator	\$20.43	\$20.84	\$21.26	\$21.74	\$22.34	1526	21
Temp. Relief Supervisor	\$20.43	\$20.84	\$21.26	\$21.74	\$22.34	1490	21
Service Craftsperson - A	\$20.43	\$20.84	\$21.26	\$21.74	\$22.34	1434	21
Cell Operator	\$20.55	\$20.96	\$21.38	\$21.86	\$22.46	1504	19*
On-Job Train-Maint. 6	\$20.62	\$21.03	\$21.45	\$21.93	\$22.53	1516	22
Temp. Relief Supervisor	\$20.62	\$21.03	\$21.45	\$21.93	\$22.53	1491	22

Garage Mechanic - A	\$21.43	\$21.86	\$22.30	\$22.80	\$23.43	1441	23
Rectifier Operator - A	\$21.43	\$21.86	\$22.30	\$22.80	\$23.43	1436	23
Temp. Relief Supervisor	\$21.43	\$21.86	\$22.30	\$22.80	\$23.43	1492	23
Temp. Relief Supervisor	\$21.60	\$22.03	\$22.47	\$22.98	\$23.61	1493	24
Electrician - A	\$21.76	\$22.20	\$22.64	\$23.15	\$23.79	1437	25
Temp. Relief Supervisor	\$21.76	\$22.20	\$22.64	\$23.15	\$23.79	1494	25
Mechanic - A	\$21.76	\$22.20	\$22.64	\$23.15	\$23.79	1435	25
Predictive Maint. Mech. - A	\$21.76	\$22.20	\$22.64	\$23.15	\$23.79	1435	25
Machinist - A	\$21.76	\$22.20	\$22.64	\$23.15	\$23.79	1443	25
Temp. Relief Supervisor	\$21.96	\$22.40	\$22.85	\$23.36	\$24.00	1495	26
Temp. Relief Supervisor	\$22.10	\$22.54	\$22.99	\$23.51	\$24.16	1496	27
Temp. Relief Supervisor	\$22.29	\$22.74	\$23.19	\$23.71	\$24.36	1498	28

Mechanical/Electrical Facilitator	\$22.43	\$22.88	\$23.34	\$23.87	\$24.53	1417	27
Temp. Relief Supervisor	\$22.43	\$22.88	\$23.34	\$23.87	\$24.53	1500	29

* includes \$0.20 convention added to base wage during 2006 negotiations.

Appendix E

Method of Pay – Recipe

Procedure:	Base Rate	Shift Differential	Schedule Premium
A. Normal 8/10/12 hours	1	1	1
B. Over 8/10/12 hours in 24	1 ½	1 ½	1 ½
C. Over 40 hours in Payroll Week (Non-Duplication Provisions Apply)	1 ½	1 ½	1 ½
D. Sixth Consecutive day	1 ½	1 ½	1 ½
E. Seventh Consecutive Day	2	2	1
F. Holiday			
1. Not Worked	8/10/12	0	0
2. Worked	2 ½	2 ½	1
G. Call-In			
1. Regular			
a. No work available upon arrival	4	0	0
b. Work performed **	8	0	0
or**	1 ½	1 ½	1 ½
2. Holiday (employee also Scheduled to work on holiday)			
a. No work available upon arrival	4	0	0
(1) Less than 8 hours worked**	8	0	0
or**	2 ½	2 ½	1
(2) 8 hours worked	2 ½	2 ½	1
b. Work performed	2 ½	2 ½	1
3. Holiday (employee not scheduled to work on Holiday)			
a. No work available upon arrival	8/10/12+4	0	0

b.	Work performed			
	(1) Less than 8/10/12 hours worked	8/10/12	0	0
		plus 1 ½	1 ½	1 ½
		plus 1*	0	0
	(2) 8/10/12 hours worked	8/10/12	0	0
		plus 1 ½	1 ½	1 ½
	(3) Over 8/10/12 hours worked	2 ½	2 ½	1
	(4) Seventh Consecutive Day**	8	0	0
	or**	2	2	1
H.	Funeral Leave	8/10/12	0	0
I.	Jury or Witness Service	8/10/12	0	0
J.	Sunday Worked	1 ½	1 ½	1 ½
K.	Work performed on Scheduled Day Off			
	1. Not over 8 or 40	1 ½	1 ½	1 ½

* Difference to 8/10/12 hours

** Whichever is greater