

K# 9413

Steve Wilson

AGREEMENT

between

MARSH PLATING CORPORATION

and

LOCAL NO. 2-513

of the

UNITED STEELWORKERS

February 1, 2011 – February 1, 2015

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of February, 2011, effective this date, by and between MARSH PLATING CORPORATION, at its Ypsilanti, Michigan Plant, hereinafter referred to as the "Company", and the United Steelworkers, AFL-CIO-CLC, on behalf of LOCAL 2-513, hereinafter referred to as the "Union".

WHEREAS, the parties desire to stabilize employment in the Company's Ypsilanti, Michigan Plant, to agree upon wage scales and conditions of employment, to eliminate strikes, boycotts, stoppages of work, and to promote mutual relationship between the Company and its employees at the Company's Ypsilanti, Michigan Plant for the purpose of securing harmonious cooperation between them and establishing ways and means of collective bargaining:

WITNESSETH:

The parties hereby mutually agree as follows:

ARTICLE I RECOGNITION

Section 1. Recognition. The Company hereby recognizes the Union as the sole bargaining agency for all production and maintenance employees who are now on the payroll and all such employees who, in the future are employed and placed on the payroll by the Company, at its Ypsilanti, Michigan Plant, except as provided in Section 2 of this Article, and shall negotiate only with the accredited representatives thereof chosen by the Union for the purpose of settling any disputes which may arise concerning wages, rates of pay, working conditions, hours and any other conditions of employment which may now exist or may arise in the future on any of these matters.

Section 2. Definition of "Employee". The term "employee" or "employees" as used in this Agreement, shall include all employees of the Company, except office and office clerical employees, guards, professional employees and supervisors as defined in the National Labor Relations Act, as amended. The Company shall furnish the Union a list of all persons not classified as employees. Any dispute over such list shall be settled jointly between the Union and the Company.

Section 3. Union Shop. All present employees covered by this Agreement who are members of the Union on the effective date of this provision shall remain members in good standing as a condition of employment. All present employees who are not members of the Union on the effective date of this provision, and all employees who are hired hereafter, shall become and remain members of the Union in good standing as a condition of employment immediately following the completion of their respective probation periods as set forth in Article VI, Section 4 of this Agreement, or on the 31st day following the effective day of this provision, whichever is the later.

Section 4. No Discrimination. The Company and the Union agree that no employee covered by this contract shall be discriminated against in the manner of training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise because of race, creed, color, national origin, sex, age, marital status or union affiliation.

Section 5. Job Security. In the event the Company moves any part of its present manufacturing facilities to a new plant within one hundred (100) miles of Ypsilanti, Michigan Plant, this Agreement shall be binding upon the Company's successors and/or assigns.

ARTICLE II
CHECK-OFF

Section 1. Pay Deductions. The Company will deduct from the pay of each employee covered by this Agreement all uniform Union initiation fees, dues and assessments providing the employee gives the Company written authorization to make such deductions.

Section 2. Procedure. All deductions shall be made from the first (1st) pay period of each month from the wages of its employees as initiation fees, dues and assessments for the Union.

Section 3. Disclosure of Information. The Company and the Union shall work out a mutually satisfactory agreement by which the Union will make available to the Company all necessary information for the Company to be able to properly make the aforesaid deductions, and the Company will make available to the Financial Secretary-Treasurer of the Local Union a monthly record of those employees for whom deductions have been made, together with the amount of such deductions.

Section 4. Remittance to Union. All sums deducted by the Company for the Local Union shall be remitted to the Union's International Secretary-Treasurer not later than the thirtieth (30th) day of the month in which the deduction is made.

Section 5. Overcharge. In the event of an overcharge to an employee, in any of the aforementioned deductions by the Company and such overcharge has been remitted to the Local Union, the Local Union shall be responsible for the adjustment of such claims with the employee involved. In the event of an undercharge by the Company, under the same circumstances, the Company shall make the additional necessary deductions on the next succeeding deduction period and remit the amount of such undercharge to the Financial Secretary-Treasurer of the Local Union.

ARTICLE III
MANAGEMENT RIGHTS

Section 1. Company Rights and Functions. The Company retains the sole right to manage and direct its business, and all management functions shall remain vested exclusively in the Company. It is expressly recognized that such rights and functions include, but are not limited to (1) full and exclusive control of the management and the operation of the plant; (2) the direction and supervision of the working force; (3) the right to decide on the number of employees, and the reduction or increase of working force for production; (4) the right to decide the assignment of work; (5) the right to introduce new or improved production methods or facilities; (6) the right to determine the number of machines and tool equipment to be operated, the products to be manufactured and/or processed, the methods of manufacturing, together with all designing, engineering, and quality control of its products; (7) the right to determine which products are to be manufactured and/or processed; and (8) the right to determine the extent to which and the means by which the plant shall be operated or shut down.

Section 2. Discipline by Company. The Company retains the right to hire, schedule, suspend, promote, demote, transfer, penalize, release, lay-off, discipline and discharge employees, provided the exercise of this right will not discipline unjustly or discharge employees subject to other applicable provisions of this Agreement.

Section 3. Subcontracting. The Company shall have the right to subcontract the following work:

- A. All work which the Company has in the past subcontracted.
- B. All work not now regularly done in the plant at Ypsilanti, Michigan.
- C. Any work that a customer requires to be done outside the Ypsilanti, Michigan Plant.
- D. Any work wherein the customer's delivery schedule requirements are that, in the opinion of the Company, the existing Ypsilanti, Michigan Plant facilities and schedules are such that the schedule can best be met by subcontracting.
- E. Any work wherein, in the Company's opinion, cannot be done in the Ypsilanti, Michigan Plant profitably.

ARTICLE IV REPRESENTATION

Section 1. Union Representatives. For the purpose of collective bargaining, the employees shall be represented as follows:

- A. By a steward for each shift in each plan provided, however, that the steward on each shift is able to do the work assigned.
- B. By a shop bargaining committee of three (3) employees who are members of the Union representing all employees.
- C. By International Representatives and/or International Officers who may be called in at any time by Local Union Representatives.
- D. These representatives of the Union shall be selected in any manner determined by the Union.

Section 2. Advice to Employee. If and when any individual employee or group of employees presents a grievance concerning wages, hours, and any other condition of employment, the Company or its representatives will advise the individual employee or group of employees to take the matter up with the Union.

ARTICLE V GRIEVANCE PROCEDURE

Section 1. Definition of Grievance and Procedure. Should a difference arise between the Company and the Union as to the meaning or application of this Agreement, an earnest effort shall be made to settle such difference in accordance with the grievance procedure set forth below.

Step 1. Any employee having a grievance shall first take up the matter orally with his/her foreperson within three (3) working days (72 hours) of the matters occurrence or knowledge of its occurrence or within three (3) working days (72 hours) when knowledge of its occurrence could have been reasonably obtained. If the grievance is not so submitted within said time frame, the grievance shall be considered automatically closed. The foreperson shall have three (3) working days (72 hours) after the grievance is submitted to him/her to give an oral response. The Union may automatically take it to the next step of the grievance procedure if no decision is given within three (3) working days (72 hours) by the foreperson.

Step 2. All grievances not settled in Step 1, will be reduced to writing within three (3) working days (72 hours) after Step 1 and will be addressed at a regularly scheduled meeting, to be held at 8:00 a.m. on the second or third Saturday of each month or at a later date if mutually agreed in writing. This meeting will be attended by the Personnel Manager, Plant Manager, Union Shop Committee and the Steward who originally filed the grievance. The Company will compensate the Union for each participating union official with a \$30.00 per diem allowance for every other meeting attended under this step.

Step 3. In the event the grievance is not settled in Step 2, the Shop Committee may, within five (5) working days after the meeting in Step 2, request a further meeting of all the parties involved in Step 2 and the International Union Representative and the Company President. This meeting shall be held within two (2) weeks of receiving notice or at a later date if mutually agreed to in writing.

Step 4. In the event the matter is not settled in Step 3, either party may, within ten (10) working days, request that the matter be submitted to an Impartial Arbitrator from a panel of five (5) arbitrators. The panel list shall be requested from the Federal Mediation and Conciliation Service and the Impartial Arbitrator shall be selected from their list. The decision of the Impartial Arbitrator shall be final and binding on both parties. The Impartial Arbitrator shall have no right to amend, alter or change the terms of the Agreement. The expense and salary incident to the service of the arbitrator shall be borne by the losing party.

Step 5. The designated arbitrator will arrange the time, date, and place of the hearing on advice of the parties. The hearing shall be conducted under the following procedural rules:

- a) Each party's case shall be presented by designated representative. If an attorney is to be used, the other party is to be notified.
- b) No post-hearing brief, pre-hearing brief or formal written opinion statement shall be used or transcripts made.
- c) The hearing shall be informal with informal rules of evidence as established by the arbitrator.
- d) If either party introduces written material such as arbitration awards or documents, copies will be given to the arbitrator and the opposing party.

The arbitrator shall issue a brief written decision within forty-eight (48) hours of the conclusion of the hearing, exclusive of Saturday, Sunday and holidays. The decision shall be final and binding on the parties, but shall not be published nor set a precedent. Either party may, however, request a regular written decision in which case the arbitrator shall have thirty (30) days from the conclusion of the hearing to render a decision.

Section 2. Time Limitation. Any grievance not appealed from a decision in one of the steps of the above procedure to the next step within the prescribed time limit shall be considered dropped and not subject to further appeal unless the time limit is extended by mutual agreement by written memorandum.

Section 3. Time Limitation. The failure of the Company to abide by the time limit set forth in Steps 2, 3 or 4 of the grievance procedure set forth above will result in the grievance being granted in favor of the aggrieved employee unless the time limit is extended by mutual agreement by written memorandum.

Section 4. Time Extension. The time limit set forth above in the grievance procedure may be extended by mutual agreement by written memorandum.

Section 5. Release of Union Representative. It is agreed that employees who are Union representatives, (shop bargaining committee or steward) shall have job assignments and if in handling of a grievance it becomes necessary for a Union representative to leave his/her job, he/she shall first notify his/her foreperson. The foreperson shall make arrangements for said Union representative to leave his/her job to handle the grievance within thirty (30) minutes.

Such officials shall be required to report to their foreperson at the commencement of such grievance activity and the completion thereof and shall not lose pay for time spent in grievance activity. A Union representative who enters a department other than his/her own must notify the foreperson that he/she has permission to enter the department. They shall give the Company an accurate accounting of time lost in the same manner that records are kept. This right to receive payment for time lost shall not be abused. As respects Step 2 and Step 3, the meetings shall be scheduled during non-working hours.

ARTICLE VI
SENIORITY

Section 1. Seniority and Departments. The seniority of each employee shall be established on a plant-wide and departmental basis at the Company's Ypsilanti, Michigan Plant. The seniority of each employee shall be determined from the original date of hire at the Company's Ypsilanti, Michigan Plant except employees who have been rightfully discharged or who have quit, in which case seniority shall be determined from the last date of hire. For the purposes of seniority the departments shall be:

- Group 1 -- Rack Machines #1 and #2
- Group 2 -- Barrel Machines #3, #7, #8, #9, and #10
- Group 3 -- Shipping and Receiving
- Group 4 -- Semi Truck Drivers
- Group 5 -- Maintenance
- Group 6 -- Rack Machines #4, #5 and #6
- Group 7 -- Rack Machine #15
- Group 8 -- Custodian

The parties by mutual agreement may, for seniority purposes, add departments.

These groups assume that the equipment referenced within any group will be operated a minimum of 24 hours / 5 day work week. At anytime that the company is unable to maintain sufficient work to meet this schedule for three consecutive weeks, then the equipment will be considered part time and the group will no longer exist for the purposes of this section.

If this situation exists then the following option may be applied.

If possible the company will combine the part-time group with another so as to provide the employees involved with a full week's work. The Company will give the Union seven (7) days advance notice of any combinations.

Section 2. Application of Seniority. Departmental seniority and ability shall apply in all cases of lay-off, recall, transfer within the department when there is a vacancy, and preference of shifts; and plant-wide seniority and ability shall apply to the filling of new jobs, provided, however, the Company and the Union may mutually agree otherwise in applying the seniority provisions herein, provided further, however, seniority need not be followed in the event of temporary layoffs affecting more than one shift or requiring the transfer of employees from bright finishing machines to rust proofing machines not exceeding more than two (2) days, provided further, however, that in the case of preference of shifts the Company reserves the right irrespective of seniority to transfer seniority employees to any shift contrary to the employee's wish for the purpose of using said seniority employee to train other employees for work. In such case, the transfer shall be limited to a period not exceeding the employee's probationary period set forth in Article VI, Section 4.

Section 3. Seniority List. Every two (2) months, the Company shall prepare a seniority list for each department and also a plant-wide seniority list. A copy of each list will be given to each steward and bargaining committee person and a copy of each list will be posted on all bulletin boards.

Section 4. Probationary Employees. All new employees shall be considered as probationary employees for their first ninety (90) calendar days of employment provided they have been actively working. Seniority is frozen unless days worked are exceeded by days not worked. Probationary employees may be discharged without recourse to the grievance procedure. When a probationary employee has completed his/her probationary period as set forth herein, his/her name shall be placed on the seniority list and his/her seniority shall start from his/her date of hire at the Company's Ypsilanti, Michigan Plant. The probationary period of a given employee may be extended by mutual agreement between the Company and the Union.

Employees previously known as "Racker B's" will become rackers with a benefit date as of the signing of the contract (4-3-2011). Medical benefits will go into effect the first of the month following ratification at the single status.

As of the signing of this contract all rackers will be frozen at their current medical status, ie single, two person or family. All additions to this classification in the future will be added at single coverage only. For example: a machine operator disqualified to the racker position will only be eligible to receive single medical coverage. A racker with family coverage that moves into a position above that of racker and then becomes disqualified back to that of a racker will only be eligible for single medical coverage.

Section 5. Lay-Offs. When it becomes necessary to lay-off employees in any department, the department's probationary employees shall be laid off first, then the employee having the least seniority in the department shall be laid off next. Employees shall accumulate seniority while laid off. In the event of a lay off an employee may use his/her plant-wide seniority to bump into another department if the employee is qualified to perform the available work.

Section 6. Recall from Lay-Off. All employees on the laid-off list shall be recalled, provided they are qualified to do the work, before any new employees are hired. The employee having the greatest department seniority among the employees on the laid-off list shall be recalled first. After the procedure outlined above is exhausted, seniority employees laid off from other classifications will be afforded the opportunity of recall, provided they are willing to perform such work and are able to meet the bidding requirements for same.

Section 7. Notification of Recall. In increasing work forces, an employee laid off shall be notified in person, or by telephone, telegram, or certified mail, at his/her last known address or point of contact supplied to the Company in writing, and shall be given a minimum of three (3) days from the time of sending or phoning the notice in which to return to work unless within twenty-four (24) hours of receipt of notification to return to work the employee advises the Company that he/she is unable to return within the scheduled time. If he/she so notifies the Company his/her time to return to work shall be extended up to three (3) days from his/her original scheduled time to return to work. The Company shall be entitled to rely on the last known address or point of contact furnished the Company by the employee in writing. Failure of the employee to return at his/her scheduled work time or failure to notify the Company as herein provided for an extension will result in the employee being considered a voluntary quit.

Section 8. Notification of Lay-Off. When employees are to be laid off for more than two (2) days or recalled, the Company shall furnish the Chairperson of the Bargaining Committee a list of all such employees twenty-four (24) hours in advance of such lay-off or recall whenever possible. The Company will also notify the Union weekly in writing of all transfers, new employees hired and employees who have quit or been discharged.

Section 9. Job Vacancies. All vacancies shall be posted for three (3) working days before being permanently filled and this posting will include the date of posting and the date the posting will be removed. Any employee in the plant may apply for any job posted and the most qualified employee with the greatest plant seniority who applies will be awarded the job. (Qualifications will include attendance records.) The successful bidder may have up to a ninety (90) day trial period, and if the employee fails to qualify he/she shall be returned to his/her former job. If qualifications are equal then the most senior employee shall be awarded the job. For shipping and receiving position, the job bid process may include job related tests.

When the Company determines, in its sole discretion, that there is a vacancy, the position will be posted and will be filled the following Monday after bidding procedure has been completed.

The Company may for up to two (2) weeks temporarily place a qualified employee into a position while determining whether said position will become a permanent job. If after said two (2) week period the Company decides said job to be permanent, the job will be posted and filled in accordance with this Section.

Persons on a medical leave who bid on a job and are awarded the job, in accordance with the provisions of this Section, will have said job held for them for two (2) weeks. If said employee is not back to work within said two (2) weeks, the employee shall lose the bid and the bid shall go to the next senior qualified person bidding on the posting.

After the bidding procedure is completed, the remaining full-time positions may be filled with people currently employed by one of the temporary agencies utilized by the Company. If the Company elects to offer employment to persons so employed, but who have not met the requirements of the temporary service, (whereby the Company can hire these people full time without a penalty), then the Union agrees that these persons will remain employees of the temporary service until such requirements are met. At that time, they will become full time probationary employees of Marsh Plating Corporation and fall under the wage structure and language of the contract regarding probationary employees.

Section 10. Job Bidding. Any employee will be permitted to bid on any job opening in the plant and said job bid will be granted in accordance with Article VI, Section 2 and Section 9.

Employees bidding on jobs will be required to remain on the job they successfully bid for a three (3) month period, unless bids open on jobs of higher skill or higher rate of pay, then employees may bid. An employee may bid to a lower rate job whenever said employee's health or physical handicap deems it necessary within the ninety (90) day period.

There shall be five (5) key positions in the plant,

1. Rack Line Operator and Stockchaser - Machines #1 and #2
2. Rack Line Operator and Stockchaser - Machines #4, #5 and #6
3. Machine Operator and Stockchaser - Machine #15
4. Machine Operator and Stockchaser - All Barrel Lines
5. Shipping and Receiving

On key jobs within the plant, when there is an absent employee, the position will first be filled with the most senior employee from a list of seniority employees for the shift involved, or plant wide if the absent employee will be off work for more than a week, who have indicated their desire to train into said job and whose qualifications would entitle them to bid if the job were available. Qualifications will include a good attendance record. After qualifying on the key position, the employee will be required to remain as a key person in this position for a period of ninety (90) days unless said employee's health or physical handicap deems it necessary within the ninety (90) day period to give up the position. Further, if an employee, after having been placed in said position, declines subsequent assignments, his/her name shall be removed from said list for a period of six (6) months, and the next senior employee will be offered the opening.

Section 11. Shift Preference. Shift preference, based upon seniority, can only be exercised twice in a twelve (12) month period.

Section 12. Leaves of Absence. Any employee with seniority shall be entitled to a leave of absence without pay for good cause without prejudice to seniority or other rights. Good cause shall include the following:

A. **Medical Leave.** Medical leave (including a workers' compensation injury or illness) shall be granted upon application subject to the Company's right to require medical proof every thirty (30) days of continuing disability.

In situations where the employee's physical or mental condition raise a question as to the employee's capability to perform his/her job, the Company may require a medical examination, and if appropriate, require the employee to take a medical leave of absence.

B. **Family and Medical Leave.** The Company shall follow the provisions of the Family and Medical Leave Act (FMLA) and the regulations established under the Act by the Department of Labor. Employees wishing to know their rights and responsibilities under the provisions of FMLA may receive a copy of the Company's policy from the Personnel Department.

C. **Personal Leave.** The Company for good cause shown may grant a personal leave of absence for a period not to exceed thirty (30) days. An extension of leave of absence may be granted provided it is requested prior to the termination of the thirty (30) day period. Leave of absence shall not be given for the purposes of obtaining or working at other employment. Reasons for personal leaves shall remain confidential information in the Personnel Department. In the event a person's personal leave is denied, the reason for doing so must be given in writing to the Union.

D. **Union Leave.** A leave of absence not to exceed thirty (30) days may be granted to any employee to engage in activities of the Union, provided however, that reasonable notice is given to the Company and that such leave may be scheduled after giving due consideration to personnel requirements.

E. **Military and Peace Corps Service.** Active service in U.S. Military Forces or the Peace Corps.

F. **Public Office Leave.** Election or appointment to service in a National, State or Local Public Office.

G. **Other Cause.** Other good cause by mutual agreement of the Company and the Union.

Section 13. Accumulation of Seniority on Leave. Seniority shall continue to accumulate during a duly authorized leave.

Section 14. Union Officials' Seniority. President, Bargaining Committeeperson, Chief Plant Steward, Steward and Financial Secretary-Treasurer of the Local Union shall head the seniority list for layoff and recall purposes only in his/her respective departments, and/or plant during their term of office. The Union shall furnish the Company a list of such officers and representatives.

Section 15. Seniority While Not In Bargaining Unit. Any employee who, as a result of promotion has been designated as a supervisor, clerical worker or other position outside the Bargaining Unit shall retain his/her seniority and accumulate seniority up to an accumulated total of one (1) year for all work during the period he/she is doing non-bargaining unit work; if he/she later returns to the bargaining unit, he/she shall return to the former job and classification held prior to accepting such position outside the bargaining unit. He/she may not return to the bargaining unit unless he/she does so within one (1) year of his/her transfer from said unit. If any new employee is hired as a supervisor or in any other position outside the bargaining unit and later, during the life of this Agreement, is transferred to a position within the bargaining unit, he/she shall be considered as a new employee and his/her seniority shall begin with the date he/she is transferred to the position covered by this Agreement.

Section 16. Forfeiture of Seniority / Termination. An employee shall forfeit his/her seniority if:

- A. He/she quits.
- B. He/she is discharged for just cause.
- C. He/she is absent for three (3) consecutive working days without notifying the Company.
- D. He/she does not return to work from lay-off when scheduled or did not obtain an extension as provided in Article VI, Section 7.
- E. The employee falsifies his/her reason for absence or engages in formal or gainful employment for another employer during his/her leave of absence.
- F. The employee engages in formal gainful employment with another employer that is a competitor in the Company's line of work.
- G. The employee substantially falsifies his/her employment application and it is discovered within one (1) year.
- H. The employee refuses to take a physical examination at the Company's request, upon completion of a leave of absence or an absence due to illness or at any other time mutually agreed to between the Company and the Union. Such physical shall be paid by the Company.
- I. The employee fails to report for work on the first (1st) day following the expiration of the leave of absence, unless he/she has a reasonable excuse and he/she has given the Company notice of failure to return at least one (1) working day prior to the scheduled return date.
- J. The employee is laid off for a period equivalent to his/her seniority at time of layoff but in no case less than twelve (12) months.
- K. The employee is out on FMLA for 78 weeks or more.

Section 17. Exemption from Lay-Off Provisions. Anything herein to the contrary notwithstanding, the Company, at its sole discretion, may assign up to three (3) of the employees classified as rack and barrel machine operators to work in any classification in the unit and not be subject to the lay-off provisions of this contract for a period of twenty-six (26) weeks at any one time.

Section 18. Temporary Transfers - Injury. When an employee is injured in the plant to the extent that he/she cannot perform his/her regular duties, as evidenced by a doctors instructions, this employee, as mandated by the Company's workers' compensation insurance carrier, shall be placed, whenever possible, into a position within the plant where the doctor's restrictions can be met. The employee will remain in this position until released by their doctor to return to his/her original position. For the purpose of this section, the Company may assign the injured employee to perform tasks which would normally be assigned to part-time temporary employees or may in fact create a new position. Any such position or assignment is considered exclusive to the individual employee and as such is excluded from all bidding and bumping provisions of this contract. If the injured employee's lost time from their regular job is expected to exceed sixty (60) working days, that employee's position will be put up for bid as a temporary job opening and said job bid will be granted in accordance with Article VI, Sections 2 and 9. When the injured employee is released by his/her doctor to return to his/her original position, the employee holding this temporary position will be returned to his/her former job.

ARTICLE VII
WAGES AND HOURS

Section 1. Work Day-Work Week. Eight (8) hours shall constitute a regular work day and forty (40) hours a regular work week.

Section 2. Start of Work Week. The work week of each employee shall start on Monday at the established starting time of the employee's respective shift.

Section 3. Starting and Quitting Times. At the signing of this contract, there shall be a mutually established starting and quitting time for each shift providing subsequently the Company shall have the right to change shifts. Prior to any such change, in starting and quitting time, the Company will discuss proposed change with the Union and the Company shall give two (2) weeks notice of said change. Any employee affected by the change may change shifts provided the employee has seniority in that department to bump into another shift notwithstanding the provisions of Article VI, Section 11.

Section 4. Premium Pay. One and one-half (1 1/2) times the regular rate of pay shall be paid for all time worked in excess of forty (40) hours in any one (1) week.

Section 5. Saturday and Sunday Overtime.

- A. An employee scheduled for Saturday and Sunday work will be paid time and one-half (1 1/2) the employee's regular hourly rate provided the employee has worked all of their scheduled hours for the week.

Section 6. Deleted

Section 7. Overtime Work.

- A. Assignment of Overtime. Employees in each department who are needed for overtime work during the regular work week shall be notified during working hours of such requirement. The overtime work shall be rotated in each department among the employees who regularly perform the work in the department, and are available in the plant when overtime work is scheduled and the overtime work assignments are made. The Steward of each department will be notified when overtime work is scheduled.
- B. Notice of Weekend Overtime. The Company will schedule weekend overtime by the end of the employee's shift on Thursday and, if so scheduled, such overtime will be obligatory.
- C. Notification of Daily Overtime. When daily overtime work is scheduled, the Company, when possible, will endeavor to give a one (1) hour advance notice to those employees who are to work overtime. The department steward shall be notified when overtime is required. When less than one (1) hour notice is given to employees, the Union may request of the Company an oral statement of the reasons for the less than one (1) hour notice.
- D. Weekend Overtime Assignments. Weekend overtime assignments shall be rotated on a crew and shift basis among the crews who normally perform the work.
- E. Requirement to Work. The Company shall have the right to schedule overtime and employees shall be obligated to work overtime, unless there are other employees on the shift who normally do the job available and are willing to do the overtime work. In the event such overtime is scheduled twenty-four (24) hours in advance, however, employees shall not be obligated to work same if there are employees on any shift who normally do the work available and are willing to do the overtime work provided.
- F. Temporary Transfer - Overtime. Employees temporarily transferred involuntarily outside of their classifications due to absent employees will not be required to work beyond their normal scheduled hours.

Section 8. Call Back Pay.

- A. Production Employees Call Back. Production employees called in after the regular day's work shall be guaranteed a minimum of four (4) hours pay in accordance with all overtime and holiday provisions of this Contract.
- B. Skilled Trade Employees Call Back. Skilled trade employees called in after the regular work day for maintenance work shall be guaranteed the minimum of four (4) hours straight time pay (with no applicable overtime or holiday provisions) or the actual hours spent on the work involved in accordance with all overtime and holiday provisions of this Contract, whichever is greater. Said skilled trade employees when called in other than prior to the beginning of a shift will only be required to work on the machinery that created the emergency or on another emergency that has occurred while said skilled worker was in the plant in response to the initial emergency.
- C. Skilled Trade Employee Call-In Before Shift. Skilled trade employees called in for more than two (2) hours before a regular shift starting time for emergency work shall be guaranteed a minimum of four (4) hours straight time pay (with no applicable overtime or holiday provisions) otherwise said skilled trade employees shall be paid only for the hours they actually worked at the applicable rate of pay including the overtime and holiday provisions of this Contract.
When maintenance personnel are called into work two (2) hours or less before their scheduled starting time that said maintenance personnel will not be denied the right to work the full scheduled day if the balance of the crew so works.
- D. Qualifications For Pay. Employees must be called in from outside of the plant to qualify for the guarantees hereunder.

Section 9. Call-In Pay. Any employee who reports for work and is sent home, shall receive a minimum of four (4) hours pay at his/her regular hourly rate applicable at the time, unless he/she has been previously notified not to report for work, or unless there is an emergency situation arising out of acts of God, such as floods, snow storms, fires, power failures, labor disputes, or other acts beyond the Company's control. Further, if an employee has been called in early and is subsequently sent home prior to the completion of his/her normal shift due to the Company's fault, he/she will be paid at overtime rate for the hours he/she worked prior to the normal starting time.

In the event the Company in its sole discretion decides it does not have enough employees to run a given line, it may place the employees in any other available job regardless of classification during the four (4) hours. If an employee elects not to take the placement, said employee shall forfeit his/her right to four (4) hours call-in pay and shall only be paid for that amount of time that they were on premises.

Section 10. Pay When Fill-In. When an employee fills the place of another employee who receives a higher rate of pay or is assigned to a higher paid job, he/she shall receive the higher rate of pay for time so worked unless otherwise agreed. When an employee is required to fill the place of another employee who receives a lower rate of pay or is assigned to a lower paid job, he/she shall not be lowered. The Company agrees that, if a voluntary placement is made where the employee would be paid less than his/her classifications rate, the Union steward will be so informed within thirty (30) minutes of such an assignment.

Section 11. Classification and Wages. It is agreed that no changes in rates or method of pay shall be made except by mutual agreement between the Company and the Union. The rate of pay for each classification during the life of this contract is set forth in Appendix "A" attached hereto.

Section 12. Paid Holidays.

A. **Holidays.** The following shall be considered paid holidays each year of this contract under the terms and conditions set forth in this section below:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Day prior to Christmas
Christmas Day
Day prior to New Year's Day

B. **Holiday Pay.** Employees will be paid eight (8) hours pay at the regular straight-time hourly rate for the holidays enumerated above, provided they meet the following eligibility rules unless otherwise provided herein.

1. The employee has seniority as of the date of the holiday.
2. The employee must have worked their full last scheduled day before and their full next scheduled day after the holiday to be eligible for holiday pay. Should departments or the plant not be scheduled to operate up to two (2) days before or up to two (2) days after the holiday (excluding Saturday and Sunday), this will not be considered a layoff situation and the employee must comply with the holiday eligibility language. The Company will allow one (1) undocumented occurrence of a tardy or leave early, but not an undocumented absence, per year.

C. **Pay for Holiday Work.** In addition to receiving the above-enumerated holiday pay, an employee who works on any of the above-enumerated holidays shall receive double time pay for said work.

D. **Holiday During Vacation.** If a holiday falls within an employee's vacation period, he/she shall receive holiday pay in addition to any vacation pay to which he/she is entitled.

E. **Holiday Work Assignment.** Employees who have been assigned holiday work assignments and then fail to report for and perform such work, without reasonable cause acceptable to the Company, shall not receive pay for the holiday.

F. **Holiday Pay and Medical Leave.** An employee who has gone on approved medical leave during the work week in which the holiday falls or the work week immediately preceding the week in which the holiday falls, shall receive pay for such holiday.

G. **Holiday Pay and Lay-Off.** An employee laid off during the week of a holiday or the week preceding a holiday shall receive holiday pay.

H. **Observance of Holiday.** When any of the above-mentioned holidays falls on either a Saturday or a Sunday, the Company may at its option cause the holiday to be observed,

(1) On the same day as General Motors Corporation plants in Michigan observe same.

(2) Or if the holiday falls on a Saturday, then the day before the holiday.

(3) Or if the holiday falls on a Sunday, then on the day after the holiday.

Section 13. Pay Day. Employees on the day shift will be paid on the Friday following the week in which the work was performed. Employees on the afternoon and midnight shifts will be paid on the Thursday following the week in which the work was performed. Employees who are working shall receive their checks during their regular working hours. Employees not working may receive their checks in the Personnel Office on Friday. Employees who receive their paycheck on Thursday of the afternoon shift and who are then absent on the following Friday shall lose the privilege of receiving their check on Thursday for a period of thirty (30) days but only upon a second (2nd) occurrence of such an absence within one (1) year.

Section 14. Rest Periods. All employees shall receive two (2) twenty (20) minute rest periods during their eight (8) hour shift. The company will endeavor to schedule these breaks between the second and the third and fifth and sixth hours. Further, for employees scheduled to work two (2) or more hours beyond the normal eight (8) hour day, an additional twenty (20) minute paid break will be allowed for each two (2) hours worked.

Section 15. No Guaranteed Work Week. Nothing in this Article VII shall be construed as guaranteeing a guaranteed work week.

ARTICLE VIII VACATIONS

Section 1. One to Two Years. Employees with one (1) year's seniority but less than two (2) years seniority shall receive five (5) days vacation pay equal to forty (40) hours his/her regular straight-time pay.

Section 2. Two to Three Years. Employees with more than two (2) years seniority but less than three (3) years seniority shall receive six (6) days vacation pay equal to forty-eight (48) hours his/her regular straight-time pay.

Section 3. Three to Four Years. Employees with more than three (3) years seniority but less than four (4) years seniority shall receive seven (7) days vacation pay equal to fifty-six (56) hours his/her regular straight-time pay.

Section 4. Four to Five Years. Employees with more than four (4) years seniority but less than five (5) years seniority shall receive eight (8) days vacation pay equal to sixty-four (64) hours his/her regular straight-time pay.

Section 5. Five to Six Years. Employees with more than five (5) years seniority but less than six (6) years seniority shall receive nine (9) days vacation pay equal to seventy-two (72) hours his/her regular straight-time pay.

Section 6. Six to Seven Years. Employees with more than six (6) years seniority but less than seven (7) years seniority shall receive ten (10) days vacation pay equal to eighty (80) hours his/her regular straight-time pay.

Section 7. Seven to Eight Years. Employees with more than seven (7) years seniority but less than eight (8) years seniority shall receive eleven (11) days vacation pay equal to eighty-eight (88) hours his/her regular straight-time pay.

Section 8. Eight to Nine Years. Employees with more than eight (8) years seniority but less than nine (9) years seniority shall receive twelve (12) days vacation pay equal to ninety-six (96) hours his/her regular straight-time pay.

Section 9. Nine to Ten Years. Employees with more than nine (9) years seniority but less than ten (10) years seniority shall receive thirteen (13) days vacation pay equal to one hundred four (104) hours his/her regular straight-time pay.

Section 10. Ten to Eleven Years. Employees with more than ten (10) years seniority but less than eleven (11) years seniority shall receive fourteen (14) days vacation pay equal to one hundred twelve (112) hours his/her regular straight-time pay.

Section 11. Eleven to Fifteen Years. Employees with more than eleven (11) years seniority but less than fifteen (15) years seniority shall receive fifteen (15) days vacation pay equal to one hundred twenty (120) hours his/her regular straight-time pay.

Section 12. Fifteen to Twenty Years. Employees with more than fifteen (15) years seniority but less than twenty (20) years seniority shall receive sixteen (16) days vacation pay equal to one hundred twenty-eight (128) hours his/her regular straight-time pay.

Section 13. Twenty to Twenty-Five Years Employees with twenty (20) years seniority but less than twenty-five (25) years seniority shall receive seventeen (17) days vacation pay equal to one hundred thirty-six (136) hours his/her straight-time pay.

Section 14. Twenty-Five or More Years Employees with twenty-five (25) or more years seniority shall receive twenty (20) days vacation pay equal to one hundred sixty (160) hours his/her straight time pay.

Section 15. Vacation Bonus. An employee who works more than 1,800 straight-time hours in his/her twelve-month period ending with his/her anniversary date of the current year shall be entitled to a vacation pay bonus of one (1%) percent of his/her vacation pay for every seventeen (17) hours of straight-time work performed over the 1,700 straight time hours. This provision, however, is limited to a maximum vacation bonus of thirty (30%) percent vacation pay. However, only hours actually worked shall be counted.

Section 16. Eligibility. An employee shall receive full vacation pay if such employee has worked no less than 1700 straight-time hours in his/her twelve (12) month period ending with his/her benefit date of the current year. Employees working less than 1700 straight-time hours in such period but more than or equal to 1500 straight-time hours in such period shall receive a pro rata vacation in accordance with the following schedule:

<u>Hours Worked</u>	<u>Percentage of Vacation</u>
1,600 straight-time hours	75%
1,500 straight-time hours	50%
Below 1500	No vacation pay

Section 17. Termination. An employee whose employment is terminated either by quit or discharge who has worked 1,700 hours since his/her last anniversary date shall receive his/her full vacation pay at the time of his/her termination. Any such terminating employee who has worked less than 1,700 but more than or equal to 1500 hours since his/her last anniversary date shall be entitled to receive pro rata vacation pay in accordance with the schedule set forth in Section 16 of this article.

Section 18. Time of Vacation. Vacations will, as far as possible, be granted at the time most desired by the employee, in accordance with his/her length of service, but the Company reserves the right to final allotment of vacation, including the right to limit the total number of employees on vacation at any one time in order to insure the orderly and efficient operation of the plant.

Section 19. Vacation Pay. Vacation pay shall be due on the employee's anniversary date. If eligible for vacation, the employee may either elect to receive his/her pay on the first pay day after his/her anniversary date or at the time that actual days off are taken.

Section 20. Vacation Period. The vacation period is from employee anniversary date to anniversary date. If vacation time is taken it must be taken within this period and cannot be accumulated from year to year unless the Company so agrees.

Section 21. Vacation Schedule. Employee may request a separation of their eligible vacation days based on the following schedule:

<u>ELIGIBLE DAYS</u>	<u>NUMBER OF SEPARATIONS</u>
Five (5) days	No separations
Six (6) days up to and including Ten (10) days	Two (2) separations
Eleven (11) days up to and including Fifteen (15) days	Three (3) separations
Sixteen (16) days up to and including Twenty (20) days	Four (4) separations

ARTICLE IX
INSURANCE

Section 1. General Coverage. The Company agrees to pay all the costs per month per seniority employees for the following insurance converges:

LIFE INSURANCE (INCLUDING ACCIDENTAL DEATH) As follows:
Life Insurance will remain at \$36,000.00 for the life of this contract.

WEEKLY SICK AND ACCIDENT Benefits consistent with applicable state and federal law equaling twenty-six (26) weeks with benefits beginning the first day of hospitalization or the eighth (8th) day of accident or illness if no hospitalization. A requalification period of thirty (30) days must be met between medicals involving the same illness or injury. Benefit levels will remain at \$280.00 per week for the life of this contract.

<u>YEAR</u>	<u>BENEFIT</u>
	66% of Employees base rate wage up to a maximum of:
2011	\$280. PER WEEK
2012	\$280. PER WEEK
2013	\$280. PER WEEK
2014	\$280. PER WEEK

Section 2: Health Insurance Coverage. Insurance coverage will be as follows:

BLUE CARE NETWORK BASIC – HMO --- WITH A \$15.00/\$50.00 DRUG CARD
The company's defined contribution toward health insurance coverage will remain at the following for the duration of this contract as follows:

Single	up to \$310.00
Two person	up to \$688.00
Family	up to \$688.00

As of the signing of this contract all rackers will be frozen at their current medical status, ie single, two person or family. All additions to this classification in the future will be added at single coverage only. For example: a machine operator disqualified to the racker position will only be eligible to receive single medical coverage. A racker with family coverage that moves into a position above that of racker and then becomes disqualified back to that of a racker will only be eligible for single medical coverage.

Insurance Coverage Change: Per our Medical contract "an average of thirty hours per week is considered the minimum standard of eligibility". Thus if a person averages thirty (30) hours a week or less for a period of four (4) weeks, their coverage will be dropped at the end of that month. When the person has averaged above thirty (30) hours for the next four (4) weeks their coverage will begin the first day of the next month. Testing will take place on the last payday of each month, using the previous four (4) week endings. Hours will include all hours paid. Employees on FMLA, bonus days, vacation, holiday, jury service, bereavement, union business excluding extended leaves of absence, will be counted as working.

For Example: March 2011 the last payday for the month, is dated Friday March 25th. The previous four (4) week endings are March 20th, March 13th, March 6th, and February 27th. If a person averages under thirty (30) hours a week over that four week period, coverage will be dropped April 1st, 2011.

If coverage is dropped using the above example then: in April 2011, the last payday for the month is dated April 29th. The previous four (4) week endings are April 24th, April 17th, April 10th, and April 3rd. If the person averaged over thirty (30) hours, they would be added to the coverage effective May 1st, 2011. If they don't then testing will take place on the last payday of May and so on.

In the first year of the contract, 2011, the employee's co-pay will be as follows:

<u>COVERAGE</u>	<u>WEEKLY DEDUCTION</u>
SINGLE	\$2.94
TWO PERSON	\$12.52
FAMILY	\$34.86

Opt-Out Option

Any employee who can show equivalent alternate coverage and chooses to opt out of the Marsh Plating Corporation insurance plan will receive a monthly payment of \$150.00 while actively at work. The payment of \$150.00 will be paid on a separate payroll check the second week of the following month. This payment is based on the employee's option of not having Marsh Plating Corporation's group insurance coverage and the employee was actively at work the prior month.

Re-Opener on the Medical Insurance

In the event that the family insurance rate increases more than 10% from the previous year's rate, the union will have the right to revisit/revise the coverage. The Company will grant a twenty (20) day review period for the union to come to a decision regarding the premium.

All insurance benefits and co-pays to begin on the date that Blue Care Network – Basic HMO is implemented (5-1-11) and to continue year to year thereafter based on that date.

Employees who are off work for any reason including the Family Medical Leave, will still be responsible for their weekly portion of the medical premium. In some cases, notices of premiums due may be sent to the employee's address on file for payment. The premiums that are not paid will be deducted from the next paycheck the employee receives.

Section 3. Optical Coverage. For all employees with one (1) year seniority or more the Company will contribute 66-2/3% of the premium of the Co/Op Optical Service Program. All employees with one (1) year seniority or more must participate in said program.

Section 4. Dental Coverage. The Company shall provide a dental insurance program for all employees with one (1) year seniority or more for the employee, his/her spouse and his/her children (up to age 19). The company will contribute 60% of the costs up to a maximum of \$1390.00 for the remainder of this contract. (as of the employee's anniversary date) per family for each employee's anniversary year. The benefits must be used within the employee's anniversary year (they cannot be carried over) and the dental cost must be incurred within the same anniversary year.

Section 5. Eligibility for Dental Coverage. An employee shall receive full benefits under this provision if such employee has worked not less than 1600 straight-time hours in the twelve (12) month period ending with the employee's previous anniversary date. Employees working less than 1600 straight-time hours in such period, but more than 1049 straight-time hours in such period shall receive a pro rata dental insurance as set forth in Article VIII, Section 16.

ARTICLE X

JURY DUTY

Section 1. Jury Duty Pay. Any seniority employee who is called to and reports for jury duty shall be paid by the Company for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference between (i) the employee's regular straight time hourly rate, exclusive of overtime and other premiums for the number of hours up to eight (8) that he/she otherwise would have been scheduled to work and (ii) the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses).

Section 2. Return to Work. Employees must return to work when not required to be present for jury duty during regularly scheduled working hours.

Section 3. Limitations On Pay. The Company's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in any calendar year. In order to receive payment under this Section an employee must give the Company prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE XI FUNERAL LEAVE

Section 1. In the event of a death of a seniority employee's spouse or child (natural or living in the home), the employee will be entitled up to a five (5) day leave with pay at eight (8) hours at his/her regular straight-time rate, expiring on the day following the funeral service, if during regularly scheduled working days and the employee attends the funeral. The Company may require proof of funeral attendance.

Section 2. In the event of a death of a seniority employee's father, mother, sister, brother, grandmother, grandfather or mother-in-law or father-in-law, the employee will be entitled up to a three (3) day leave with pay at eight (8) hours at his/her regular straight-time rate, expiring on the day following the funeral service, if during regularly scheduled working days and the employee attends the funeral. The Company may require proof of funeral attendance. However, in the event of the death of a seniority employee's brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law or step parents, the Company will grant a personal leave of up to three (3) days without pay, expiring on the day following the funeral service, and said leave will not be subject to any of the penalty provisions of the Contract. The Company will require proof of the funeral attendance.

The Company is not obligated to give funeral leave for Step or Half relationships (except as agreed above). However, the Company will give consideration to giving funeral leave if the employee can establish that the employee grew up with said deceased person.

ARTICLE XII SAFETY

Section 1. Corporation Objective. The Company agrees that it will make every reasonable effort to provide for the safety and health of its employees at the Plant, and shall comply with all State and Federal regulations in regard to safe and healthful working conditions.

Section 2. Employee Cooperation. The Union agrees that the employees will individually and collectively cooperate with the Company in all safety, sanitation, fire, plant protection and health measures, and will make proper use of any equipment or devices provided by the Company for such purposes.

Section 3. Safety Representative. The Union may appoint one (1) safety representative for each shift and shall notify the Personnel Office in writing prior to such representation. If an employee advises his/her

supervisor on an eminent safety hazard to an employee and the response does not address the problem, the employee may request the supervisor to summon the safety representative provided, however, that this privilege shall not be abused or used for harassment.

Section 4. Joint Safety Committee. The plant Management and the Union will maintain a joint safety committee composed of two (2) representatives of the Union and two (2) representatives of Management who will meet when necessary to discuss any safety problems.

Two (2) members of the Joint Safety Committee, one (1) Union representative and one (1) Management representative, shall conduct a safety inspection bi-monthly.

ARTICLE XIII NEGOTIATION PROCEDURE

It is agreed that this Agreement may not be reopened to discuss any economic demands which would result in additional items of cost to the Company, such as changes or additions in respect to wage rates, pensions, retirement plan, premiums, holiday or overtime pay, shift or insurance payments, differential, vacation pay, etc. Should either party, however, desire to modify or amend this Agreement in respect to working conditions such changes not involving any items of cost to the Company; it shall request the other party to negotiate on the subject. If the parties mutually agree to negotiate on the subject and reach an agreement, the agreement shall be reduced to writing, stating the proposed change or modification. No matter discussed under this paragraph shall be subject to the grievance procedure nor shall the Union be able to strike in support of any negotiation positions or demands made pursuant to negotiations commenced under this Section.

ARTICLE XIV 401(k) PLAN

Section 1. The company shall provide thirty-six cents (.36) per each hour worked by seniority employees toward a 401(k) plan. The company will match 25% of any employee's contribution to a maximum of \$150.00 (requires \$600.00 in employee deferral) on a calendar year basis.

ARTICLE XV GENERAL

Section 1. Bulletin Board. The Company and the Union reserve the right to publish notices and bulletins at any time, and there shall be conspicuously placed a bulletin board for the Union's use only.

Section 2. Captions. The captions used in each section of this Agreement are for the purposes of identifications and are not a substantive part of this Agreement.

Section 3. Injured Employee. Any employee injured to the extent that doctor's care is required shall be furnished transportation by the Company to and from the doctor's office, and the employee shall be paid his/her regular hourly rate of pay for such absence during his/her regularly scheduled shift for that day. Any employee who becomes injured or suffers compensable illness while at work and as a result of such injury or sickness is sent home by the Company or Company doctor, shall be paid his/her regular rate of pay for the balance of the day.

Section 4. Change of Address. Employees shall notify the Company of any change of address by giving written notice at the Company office, and receive a receipt for same, or by certified mail to the Company. The Company shall be entitled to rely upon the address shown upon its records.

Section 5. Work Rules. The Company may from time to time post reasonable work rules subject to the grievance procedure. The Company will give the Union seven (7) days advance notice of any changes in the work rules.

Section 6. Security Card and/or Safety Glasses. The Company will agree to replace an employee's security card and/or safety glasses, if necessary, at no cost to the employee, one (1) time per year. This agreement does not apply to lost security cards or safety glasses.

Section 7. Supplemental Work Force. In addition to full time employees, the Company shall be entitled to utilize part-time employees or the services of an employment agency to supply persons to work for employees who are absent, on leave, or on vacation. Part-time employees shall not be members of the Union or subject to any of the provisions of the Collective Bargaining Agreement. Part-time employees shall not accumulate seniority or have the right to any fringe benefits. The rate to be paid part-time employees shall be determined by the Company. There shall be no more than two (2) such part-time employees per shift over and above the normal full-time positions.

The following five (5) job descriptions, off line rackers, rack burners, custodians (junior), sorters, fill in rackers and packers are all considered part time, and as such, will be filled by temporary employees on site to cover for daily absences. As relates to full time verses part time temporary employees, the Company intends to offer each group a minimum of four (4) hours work per day as specified in the present contract. If the situation should arise where machinery is to be shut down and seniority employees sent home, the Company will as a general practice, first send home the temporary employees and allow the full time employees to fill their jobs. If this situation arises then the seniority employees will be paid for the hours worked at their normal rate of pay.

Section 8. Job Descriptions. Job descriptions will be available to the employees and the Union will receive advance notice of any changes to these job descriptions.

Section 9. Disciplinary Suspensions - Under normal circumstances, disciplinary suspensions will be scheduled to start within seven (7) days after the reprimand is issued unless serious staffing problems threatening continued operations would be caused thereby. In no case will disciplinary suspension be delayed more than thirty (30) days. The Company reserves the right to suspend the suspension.

ARTICLE XVI NO STRIKES AND LOCKOUTS

Section 1. During the term of this Agreement, there shall be no strikes, lockouts or slowdowns or other cessation of work by either the Company or the Union.

ARTICLE XVII
DRUG AND ALCOHOL TESTING PROGRAM

Mandatory drug and/or alcohol testing will be required by any employee who:

1. Receives medical treatment for a work related injury or illness.
2. While on the job, causes bodily injury or death to another person.
3. Causes damage to company property in excess of \$500.00 in value.

Testing procedures will be as specified by the United States Government, Department of Transportation (DOT). A positive test for drugs is one that exceeds limits established by the DOT. A positive test for alcohol is defined as .04%. The required samples will be taken at Business Health Services or affiliate and the testing will be conducted by certified laboratory that adheres to the chain of custody rules of the National Institute of Drug Abuse.

If the employee fails the original test for drugs or alcohol, he/she will be subject to random testing during the following six (6) months. If this employee fails another test within the six (6) month period, it will constitute a discharge.

Under the above circumstances, if an employee refuses to take the mandatory testing, he/she will be terminated.

ARTICLE XVIII
TERMINATION

Section 1. This Agreement shall remain in full force and effect until 12:01 a.m. February 1, 2015, inclusive, and shall automatically renew itself year to year thereafter, unless at least sixty (60) days and not more than ninety (90) days before the termination date or anniversary date of this Agreement, either party gives notice to the other of the desire to amend, add to, or terminate this Agreement. If such notice is given, the parties shall within a reasonable time thereafter, enter into negotiations concerning such request.

If the parties do not arrive at a mutually satisfactory agreement, on the proposed amendments or additions, by the termination date or anniversary of this Agreement, this contract shall continue in full force and effect until such time as the party giving the above notice terminates this Agreement upon five (5) days written notice.

APPENDIX "A"
SCHEDULE OF WAGES

<u>CLASSIFICATION</u>	<u>2-1-2011</u>	<u>2-1-2012</u>	<u>2-1-2013</u>	<u>2-1-2014</u>
RACKERS	\$11.02	\$11.17	\$11.37	\$11.62
INSPECTORS	\$13.78	\$13.93	\$14.13	\$14.38
MACHINE OPERATORS	\$15.24	\$15.39	\$15.59	\$15.84
STOCKCHASER (Production & Shipping)	\$14.69	\$14.84	\$15.04	\$15.29
CUSTODIAN	\$14.48	\$14.63	\$14.83	\$15.08
MAINTENANCE	\$15.47	\$15.62	\$15.82	\$16.07
SEMI-DRIVER	\$15.52	\$15.67	\$15.87	\$16.12
LABORERS	\$14.03	\$14.18	\$14.38	\$14.63

Note: All "over scale" employees will receive an annual raise equal to the change in the rate for his/her classification indicated above. Also, any merit raise given to an employee will no longer apply should that employee move into another department or classification.

1. If the 1st falls on a Monday, Tuesday or Wednesday, the pay rate change will be effective that week. If the 1st falls on a Thursday, Friday, Saturday or Sunday, the pay rate change will be effective the following week.
2. The rates set forth above for Maintenance, Semi-Truck Drivers and Shipping and Receiving are minimum rates, and the Company may from time to time raise the pay of an individual employee in said classification based upon merit without consultation with the Union.
3. The Company shall have the right to hire new employees at \$2.00 below the rate set forth above in each of the above classifications and the Company shall have the right to raise them periodically during their probationary period until at the end of their probationary period they shall receive the above rates.
4. A shift premium of ten cents (\$.10) per hour shall be paid for work performed on the second (afternoon) shift and a shift premium of twenty cents (\$.20) per hour shall be paid for work performed on the third (midnight) shift.
5. If the Employer determines that wages must be improved to retain or employ certain categories of employees, it will notify the Union of its intention to implement necessary wage increases.
6. A racker chosen by the Company to train other rackers shall receive a fifty cent (\$.50) per hour premium over his/her regular rate for work time spent training.
7. The Company has the right to establish incentive programs which would be in addition to the base rate.

ATTENDANCE CONTROL PROGRAM. Twelve (12) or more points "no fault" rolling twelve (12) month system. Chronic absenteeism, tardiness, leaving early and failure to punch a time card shall be a cause for discipline based upon the following schedule. If an employee in any consecutive twelve (12) month period has absences, and/or tardys and/or leave early and/or failure to punch their time card occurrences in total of a number listed below that employee shall receive the discipline designated:

DISCIPLINE SCHEDULE

6 - 6 1/2- - written warning

9 - 9 1/2 - - 1 pay period layoff

12 or more - - Discharge

Employees will receive points under the Attendance Control Program as follows:

- One (1) point for each day absent
- One (1) point for a leave early
- One-half (1/2) point for no-punch unless verified by supervisor
- One-half (1/2) point for tardy within the first hour of the employee's shift
- One-half (1/2) point for absent or leave early for medical or court appointments only if the Personnel Manager has been given seven (7) days written notice of the occurrence with valid documentation being submitted by the following Monday after the occurrence. If the documentation is not valid, one (1) point for the occurrence will be charged to the employee's attendance record. An employee will only be able to use this procedure under the Attendance Control Program six (6) times during their anniversary year.

Employees arriving more than one (1) hour late for their shift will not be allowed to work and will be considered absent.

The following are the only exceptions under the Attendance Control Program when an employee will not receive points:

Funeral Leave
Holiday(s)
Military and Peace Corp Service
Vacation
Family Medical Leave Act (FMLA)

Personal Leave
Union Business
Public Office
Jury Duty
Attendance Bonus Day(s)

EMPLOYEE FAMILY MEDICAL LEAVE ACT COMMITTEE

The purpose of this committee is to consider family medical leave documentation only as it applies to employee discipline. Documentation must be supplied within a reasonable time period of the discipline to the Personnel Manager. The committee will review and render a decision within seven (7) calendar days. The committee will consist of the Union President, the Personnel Manager and one (1) other member of Management. The decision of the Committee on removal or non-removal of a point shall be binding and not subject to the grievance procedure in the contract.

ATTENDANCE BONUS PLAN

Section 1. Seniority employees will be eligible for an attendance bonus program.

Section 2.

An employee will earn four (4) hours of attendance bonus straight-time pay for each three month quarter of the year beginning January 1st and ending March 31st, April 1st, ending June 30th, July 1st, and ending September 30th, October 1st, and ending December 31st, provided there is no absence or tardy during these periods.

An employee may be excused for one (1) OR MORE OF THE FOLLOWING REASONS:

1. Excused from work for jury service;
2. Excused from work for bereavement;
3. Excused from work for attendance bonus days;
4. Excused in advance from work for union business excluding extended leaves of absence.
5. Vacation, Holiday.

Section 3. Deleted

Section 4. Deleted

Section 5. An employee will be permitted to schedule a full day off for each eight (8) attendance bonus hours they have to their credit. Such day or days off may be taken when requested by the employee provided Human Resource has been given one (1) week advance notice and provided the request does not interfere with production requirement and the holiday pay eligibility provision under this contract (Article VII, Section 12, Sub-section B-2). An employee may schedule attendance bonus hours only in increments of eight (8) hours. Attendance bonus hours will be earned on an annual contract basis. Only eight (8) hour increments will be carried over into the next contract period and the employee will receive pay for any attendance bonus credits remaining that are under the eight (8) hour increments. No employee can have more than forty (40) attendance bonus hours to his or her credit at any one time. An employee may elect to receive equivalent pay in lieu of the day(s) off.

Section 6. An attendance bonus hour will be paid at the employee's regular straight-time hourly rate excluding overtime and shift premium.

MEMORANDUM OF UNDERSTANDING

IT IS HEREBY understood by and between MARSH PLATING CORPORATION ("Company") and LOCAL NO. 2-513 of the UNITED STEEL WORKERS ("Union") as follows:

1. It is mutually understood between the Company and the Union that forepersons are not to perform production functions in lieu of assigning such jobs to available Union personnel except for the purpose of instruction, or training an employee or the performance of experimental work. In an emergency, by mutual agreement of the Company and the Union, this provision may be deviated from. It is further understood that forepersons in shipping and receiving and maintenance have, (based on past practice) and will continue to be allowed to work in an effort to alleviate short term situations where their respective crews are unable to respond adequately.

2. All seniority employees shall receive a turkey at Thanksgiving provided they were actively working within the thirty (30) day period prior to Thanksgiving.

Term of Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this 15th day of Feb., 2011.

Marsh Plating Corporation

L.S. Newk

W.A. Willy

United Steelworkers, AFL-CIO•CLC

Leo W. Gerard

Leo W. Gerard, International President

Stanley W. Johnson

Stanley W. Johnson, International Secretary-Treasurer

Thomas Conway

Tom Conway, Int'l. Vice President - Administration

Fredrick D. Redmond

Fred Redmond, Int'l. Vice President - Human Affairs

Michael H. Bolton

Michael H. Bolton, Director, District 2

Richard G. Dietrich

Richard G. Dietrich, Staff Representative

USW Local 2-513

Mark Trout

Mark Trout, President

Henderson Mercer

Local Committee

St. M. O.

Local Committee

WORK RULES	FIRST VIOLATION	SECOND VIOLATION	THIRD VIOLATION	FOURTH VIOLATION
1. Leaving the Company Property during working hours without supervisor's permission.	Immediate Discharge			
2. Removal of, without permission, or willful destruction of Company property or fellow employees property.	Immediate Discharge			
3. Falsifying a time clock punch or time sheet of any employee or punching another employee's time card.	One (1) week Layoff	Immediate Discharge		
4. Conviction of a penal offense resulting in lost time of at least thirty (30) days.	Immediate Discharge			
5. Fighting on Company property. (Aggressor)	Immediate Discharge			

WORK RULES	FIRST VIOLATION	SECOND VIOLATION	THIRD VIOLATION	FOURTH VIOLATION
6. Refusal to follow immediate supervisor's orders. (Insubordination)	Immediate Discharge			
6a. Refusal to follow a supervisor's orders as pertains to a condition or action affecting plant or personal safety.	Immediate Discharge			
7. Any Employee starting machinery without permission.	Immediate Discharge			
8. Defacing Company property.	Up to one (1) Week off	Immediate Discharge		
9. Sleeping on duty.	Three (3) day layoff with time off suspended	One (1) week layoff	Immediate Discharge	

WORK RULES

10. Reporting for work intoxicated, suspicion of being under the influence of intoxicants and/or controlled substances, consuming/using intoxicants and/or controlled substances on Company premises, or possessing intoxicants and/or controlled substances on Company premises.

The determination of a violation of the above rule shall be made by a supervisor based upon reasonable suspicion. Reasonable suspicion shall be based upon behavior, deficiencies in motor skills, physical appearance, and/or other physical attributes including but not limited to slurred speech, presence of alcohol and/or controlled substances on the individual's breath. Upon the determination of reasonable suspicion, the employee shall be removed from the work area and the union steward shall be notified. The employee will then be provided with the option of undergoing immediate drug/alcohol testing to be done at a medical facility in accordance with Marsh Plating Corporation's established drug and alcohol testing program (Article XVII of the current contract titled: Agreement between Marsh Plating Corporation and Local 2-513).

FIRST VIOLATION

Warning and sent home

SECOND VIOLATION

Immediate Discharge

If the employee opts for testing, transportation will be provided to the medical facility and back upon completion of testing for both alcohol and control substances. In the case of alcohol, intoxication will be determined in accordance with current Marsh Plating Corporation procedure referencing DOT limit of .04% Blood Alcohol Content. Presence of a controlled substance shall be determined by a positive result exceeding limits established by the DOT.

Refusal to go to the medical facility shall be considered an admission of a violation of the work rule. If the result of the testing is positive for alcohol and/or controlled substances, any disciplinary actions already taken shall remain in force and the employee will be placed in the random drug testing program as described in Article XXII of the current contract. If the offending individual is a hi-lo driver, their license will be suspended pending further investigation. Suspension of a hi-lo license does constitute disqualification from the position and will be handle accordingly.

Suspension of your license may remain in effect pending results of random drug and alcohol testing. In the event of negative test results, any disciplinary actions already taken shall be rescinded and the individual will be paid for time off.

WORK RULES	FIRST VIOLATION	SECOND VIOLATION	THIRD VIOLATION	FOURTH VIOLATION
11. Horseplay on Company premises.	Written Warning	One (1) week layoff	Immediate Discharge	
12. Smoking in unauthorized places.	Written Warning	Three (3) day layoff with time off suspended.	One (1) week layoff	Immediate Discharge
13. Absence without prior notification as required or reasonable excuse. Employee is required to make every reasonable effort to notify his/her supervisor forty-five (45) minutes in advance. Should an employee call in tardy and then not report to work within one (1) hour after the start of their shift, they will be considered absent and subject to this work rule, however, each employee shall have one (1) grace occurrence within a twelve (12) month period as respects this section of the work rule.	Written Warning	Three (3) day layoff with time off suspended.	One (1) week layoff	Discharge*

*Regarding the Fourth Violation of this work rule (#13) discharge: When an employee has reached their fourth violation, which is a discharge, the employee will be given one (1) day to submit documentation to substantiate the "reasonable excuse". If this is not done, the employee will be discharged that day.

WORK RULES	FIRST VIOLATION	SECOND VIOLATION	THIRD VIOLATION	FOURTH VIOLATION
14. Leaving job area during working hours for inexcusable reasons.	Written Warning	Three (3) day layoff with time off suspended	One (1) week layoff	Immediate Discharge
15. Leaving job before properly relieved or excused by supervisor. (Employee is required to remain on his job until his release employee relieves him on his job).	Written Warning	Three (3) day layoff with the time off suspended	One (1) week layoff	Immediate Discharge
16. Gambling on Company Property.	Warning	One (1) week Layoff	Immediate Discharge	Immediate Discharge
17. Failure to give proper notice prior to returning to work after being absent for more than one (1) day.	Written Warning	Three (3) day layoff with the time off suspended	One (1) week layoff	Immediate Discharge
18. No violation can be used for disciplinary action which is more than twelve (12) months old.				
19. If the Company, due to any infraction of these rules, finds it necessary to issue a written warning or violation, the receipt of such warning or violation must be acknowledged by the employee's signing of the warning notice or violation. Such signature is not an admission of guilt. Refusal to sign the notice of violation will result in the employee's immediate layoff without pay.				

WORK RULES

	FIRST VIOLATION	SECOND VIOLATION	THIRD VIOLATION	FOURTH VIOLATION
20. All employees are required to wear safety glasses or proper face protection in all shop areas.	Written Warning	Three (3) day layoff with the time off suspended	One (1) week layoff	Immediate Discharge
21. No eating in any shop area other than the lunch room. Beverages will be allowed in the shop area provided they are in a covered container.	Written Warning	Three (3) day layoff with the time off suspended	One (1) week layoff	Immediate Discharge
22. Failure to maintain good housekeeping practices, littering or contributing to unsanitary or unsafe conditions.	Written Warning	Three (3) day layoff with the time off suspended	One (1) week layoff	Immediate Discharge
23. Any employee found falsifying a legal document such as doctor slips, dentist slips, etc. (excluding the employment application which is an immediate discharge (if falsified).	Three (3) day layoff with the time off suspended	Immediate Discharge		
24. Any employee abusing the time limitation for rest periods as set forth in the contract or the employee abusing their starting time. The employee must be at their work station by their scheduled starting time.	Warning and Sent home	Three (3) day layoff with the time off suspended	One (1) week layoff	Immediate Discharge
25. Failure of an employee to operate a hi-lo or pallet jack in a safe and orderly manner.	One (1) week layoff	Disqualified		

WORK RULES	FIRST VIOLATION	SECOND VIOLATION	THIRD VIOLATION	FOURTH VIOLATION
25a. Failure of an employee to operate a hi-lo in compliance with the OSHA regulations in which the non-compliance does not result in damage or injury.	Verbal Written Warning	Written Warning	Three (3) day layoff with the time off suspended	Disqualification
26. All employees are required to wear ear protection as provided (or equivalent) at all times.	Written Warning	Three (3) day layoff with the time off suspended	One (1) week layoff	Immediate Discharge
27. All employees are required to handle chemicals in a safe manner, including at least hand, torso and face protection.	Written Warning	Three (3) day layoff with the time off suspended	Immediate Discharge	Immediate Discharge
28. Failure of an employee of the Shipping and Receiving department to properly block semi-tractor trailer tires (as prescribed by law) before proceeding onto the truck with a hi-lo.	Written Warning	Three (3) day layoff with time off suspended	One (1) week layoff	Immediate Discharge
29. All employees are required to wear steel toe protection with soles and leather or equivalent uppers.	Written Warning	Three (3) day layoff with time off suspended	One (1) week layoff	Discharge

WORK RULES

	FIRST VIOLATION	SECOND VIOLATION	THIRD VIOLATION	FOURTH VIOLATION
30. All employees are to be covered from mid thigh to neck with all sides front and back covered. Long pants are required on all machine operators, stockchasers and tumblers or rack hangers on all machines. All clothing must be suitable woven fabric, excluding net type wear.	Written Warning	Three (3) day layoff with the time off suspended	One (1) week layoff	Discharge
31. Any employee mixing stock.	Verbal Warning	Written Warning	Three (3) day layoff with the time off suspended	Disqualified
32. Causing damage to Company property.	Written Warning	Up to one (1) week off	Immediate Discharge	
33. Failure to follow all safety procedures in place at Marsh Plating Corporation.	Written Warning	Three (3) day layoff with the time off suspended	One (1) week layoff	Discharge
34. Any employee who harasses a fellow employee and/or impedes their ability to perform their job.	Verbal Written Warning	One (1) week layoff	Immediate Discharge	
35. No hourly employee shall be permitted to carry a cellular telephone or other communication device in the plant (building) unless authorized to do so by management.	Written Warning	Three (3) day layoff with the time off suspended	One (1) week layoff	Discharge

WORK RULES

	FIRST VIOLATION	SECOND VIOLATION	THIRD VIOLATION	FOURTH VIOLATION
36. Before operating a hi-lo, all drivers in all departments (with the exception of maintenance) must sign out the key to the hi-lo they will be driving and sign the key back in when they are done.	Verbal Written Warning	Written Warning	Three (3) day layoff with the time off suspended.	Disqualification

37. Failure to report damage to company equipment or consigned goods or willful abuse of the equipment causing it to become unsafe to operate.

Termination